

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA
CIVIL DIVISION:
CASE NO.:

LAKEVIEW LOAN SERVICING, LLC,
Plaintiff,
vs.

DENISE GIANNETTI; BEACON WOODS EAST
MASTER ASSOCIATION, INC.; FAIRWAY
OAKS HOMEOWNERS' ASSOCIATION, INC.;
THE PRESERVE AT FAIRWAY OAKS
HOMEOWNER'S ASSOCIATION, INC.;
UNKNOWN SPOUSE OF DENISE GIANNETTI;
UNKNOWN TENANT
Defendants.

VERIFIED COMPLAINT

The Plaintiff, LAKEVIEW LOAN SERVICING, LLC, sues the Defendants named in the caption hereof and alleges:

COUNT I

1. This is an action to foreclose a mortgage on real property in PASCO County, Florida.
2. On or about **April 25, 2023**, **DENISE GIANNETTI** executed and delivered a promissory note securing payment of the same to **KIND LENDING, LLC**. On or about **April 25, 2023**, **DENISE GIANNETTI** executed and delivered a Purchase Money Mortgage securing payment of the same to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE, FOR KIND LENDING, LLC**, which mortgage was recorded in the Official Records Book **10807**, Page **1034**, of the Public Records of **PASCO** County, Florida and which mortgaged the property described therein, then owned by and in possession of said mortgagor. A copy of the note, mortgage and assignment of mortgage are attached hereto and made a part hereof.
3. Plaintiff is the holder of the original note secured by the mortgage.
4. Defendant(s), **DENISE GIANNETTI**, own(s) the property.
5. There has been a default under the loan documents held by Plaintiff in that the payment due **November 1, 2024** and all subsequent payments have not been made. Plaintiff declares the full amount due under the loan documents to be now due. A copy of the payment history is attached hereto and made a part hereof.
6. All conditions precedent to the filing of this action have occurred or been satisfied. A copy of the notice of default letter and business records indicating it was sent are attached hereto and made a part hereof.
7. There is now due and owing to the Plaintiff the following amounts: unpaid principal balance of **\$396,625.58**, plus deferred amounts, interest, escrow, title search expenses for ascertaining necessary parties to this suit, title search, title exam, filing fee, and attorney's fees and costs. A copy of the current business records showing the amounts due and owing are attached hereto and made a part thereof.

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 Note and Mortgage.
9. Defendant, as **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.
10. The Defendant, **UNKNOWN SPOUSE OF DENISE GIANNETTI** may claim some interest in or lien upon the subject property by virtue of **ANY POSSIBLE HOMESTEAD INTEREST**. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.
11. The Defendant, **THE PRESERVE AT FAIRWAY OAKS HOMEOWNER'S ASSOCIATION, INC.** may claim some interest in or lien upon the subject property by virtue of **ANY ASSESSMENTS PURSUANT TO FL STATUTE 720.3085**. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.
12. The Defendant, **FAIRWAY OAKS HOMEOWNERS' ASSOCIATION, INC.** may claim some interest in or lien upon the subject property by virtue of **ANY ASSESSMENTS PURSUANT TO FL STATUTE 720.3085**. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.
13. The Defendant, **BEACON WOODS EAST MASTER ASSOCIATION, INC.** may claim some interest in or lien upon the subject property by virtue of **ANY ASSESSMENTS PURSUANT TO FL STATUTE 720.3085**. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.
14. The information contained in this verified complaint, regarding the loan documents, is contained in the original books and records maintained by **LOANCARE, LLC**, and the records referenced or summarized herein constitute records or data compilations ("the records") of transactions ("the Transactions") relating to the servicing of the mortgage loan at issue in this foreclosure action. The records were made at or near the indicated time based on information transmitted by, or from, a person with knowledge of the Transactions. The records are kept in the course of **LOANCARE, LLC**'s regularly conducted business activity. It is the regular practice of **LOANCARE, LLC** to make these records. The undersigned authorized representative of **LOANCARE, LLC**, who in the course of their regular job duties has access to and is familiar with these records, reviewed and relied upon these records in executing this verified complaint.
15. In the event that the Defendant(s), **DENISE GIANNETTI** has filed a petition for relief in the United States Bankruptcy Court, or has received a discharge in bankruptcy, Plaintiff does not hereby seek a deficiency judgment or any other claim for money due under the note and mortgage at issue in this action against said Defendant(s). Said Defendant is joined in this complaint solely to foreclose any interest the Defendant may have in the real property secured by the mortgage attached to this Complaint.

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 including, but not limited to, a deficiency judgment if sought, if the proceeds of the sale are insufficient to pay Plaintiff's claim. **HOWEVER, IN THE EVENT THAT THE DEFENDANT(S) DENISE GIANNETTI HAS FILED A PETITION FOR RELIEF IN THE UNITED STATES BANKRUPTCY COURT OR HAS RECEIVED A DISCHARGE FROM A UNITED STATES BANKRUPTCY COURT, PLAINTIFF DOES NOT SEEK A DEFICIENCY JUDGMENT OR OTHER CLAIM FOR PAYMENT OF MONEY OWED UNDER THE SUBJECT NOTE AND MORTGAGE FROM SAID DEFENDANT(S) SHOULD THE PROCEEDS OF THE SALE BE INSUFFICIENT TO PAY PLAINTIFF'S CLAIM.**

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**SAID DEFENDANT IS JOINED IN THIS COMPLAINT SOLELY TO FORECLOSE ANY
INTEREST THE DEFENDANT MAY HAVE IN THE REAL PROPERTY SECURED BY
THE MORTGAGE ATTACHED TO THIS COMPLAINT.**

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing, and have personal knowledge through a review of the business records, and the facts and matters therein are true and correct.

11/20/2025

DocuSigned by:

Jacqueline Vandermiller
9BA3E3D5E92E483

Printed name: JACQUELINE VANDERMILLER

Title: ASSISTANT SECRETARY
LOANCARE, LLC AS ATTORNEY IN FACT UNDER A
LIMITED POWER OF ATTORNEY FOR LAKEVIEW
LOAN SERVICING, LLC

By: /s/ Pratik Patel
 Esq., FBN:
Pratik Patel, Esq.
FBN: 98057

De Cubas & Lewis, P.A.
PO Box 5026
Fort Lauderdale, Florida 33310
Telephone: (954) 453-0365
Facsimile: (954) 771-6052
Toll Free: 1-800-441-2438

DESIGNATED PRIMARY EMAIL FOR SERVICE
PURSUANT TO FLA. R. JUD. ADMIN 2.516
eservice@decubaslewis.com

NOTE

FHA Case No.

098-1484900-703

GIANNETTI

REDACTED LOAN # 0364

MIN: 10033077000403649

APRIL 25, 2023
[Date]

TRINITY,
[City]

FLORIDA
[State]

9104 WATER HAZARD DR, HUDSON, FL 34667-8529
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$403,411.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is KIND LENDING, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JUNE 1, 2023. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on MAY 1, 2053, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4 HUTTON CENTRE DRIVE SUITE 1000, SANTA ANA, CA 92707 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,483.87.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

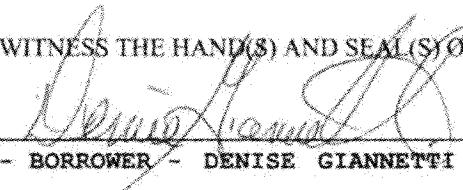
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

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

11. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



- BORROWER - DENISE GIANNETTI

[Sign Original Only]

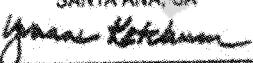
Individual Loan Originator: JEFFREY BOZIMOWSKI, NMLSR ID: 1177659

Loan Originator Organization: F5 MORTGAGE LLC, TROY, MI BRANCH, NMLSR ID: 2345615

Loan Originator Organization (Creditor): KIND LENDING, LLC, NMLSR ID: 3925

**UNOFFICIAL
DOCUMENT**

WITHOUT RE COURSE, PAY TO THE ORDER OF:
KIND LENDING, LLC, A LIMITED LIABILITY COMPANY
SANTA ANA, CA

BY: 

YVONNE KETCHUM, PRESIDENT

After Recording Return To:
FIRST AMERICAN MORTGAGE SOLUTIONS
C/O KIND LENDING, LLC
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

This Document Prepared By:
SADIE WRIGHT
KIND LENDING, LLC
4 HUTTON CENTRE DRIVE SUITE 1000
SANTA ANA, CA 92707
888-250-5463

[Space Above This Line For Recording Data]

MORTGAGE

GIANNETTI

REDACTED LOAN # 0364

MIN: 100330770000403649

MERS Phone: 1-888-679-6377

PIN: 25-24-16-0110-00000-2190

Case #: 098-1484900-703

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **APRIL 25, 2023**, together with all Riders to this document.
- (B) "Borrower" is **DENISE GIANNETTI, AN UNMARRIED WOMAN**. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is **KIND LENDING, LLC**. Lender is a LLC organized and existing under the laws of KY. Lender's address is **4 HUTTON CENTRE DRIVE SUITE 1000, SANTA ANA, CA 92707**.
- (E) "Note" means the promissory note signed by Borrower and dated **APRIL 25, 2023**. The Note states that Borrower owes Lender **FOUR HUNDRED THREE THOUSAND FOUR HUNDRED ELEVEN AND 00/100 Dollars (U.S. \$403,411.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2053**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

REDACTED LOAN # 0364

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 9104 WATER HAZARD DR, HUDSON, Florida 34667-8529 ("Property Address");

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

REDACTED LOAN # 0364

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, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this

REDACTED LOAN # 0364

Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as

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Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the

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

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

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

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

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

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

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

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

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest

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"in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding,

REDACTED LOAN #0364

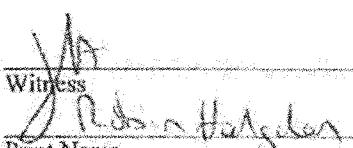
claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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



- BORROWER - DENISE GIANNETTI
POST OFFICE ADDRESS: 1250 VENETIA DRIVE, SPRING HILL, FL 34608 US

Signed, sealed and delivered in the presence of:

Witness


Print Name

Witness

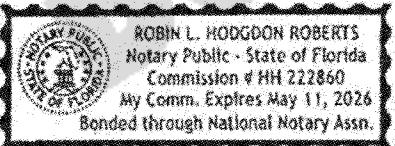

Print Name

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 12, 2023, by **DENISE GIANNETTI**, who is personally known to me or who has produced FLA DL as identification.



Notary Public

My Commission Expires:

Individual Loan Originator: JEFFREY BOZIMOWSKI, NMLSR ID: 1177659
 Loan Originator Organization: F5 MORTGAGE LLC, TROY, MI BRANCH, NMLSR ID: 2345615
 Loan Originator Organization (Creditor): KIND LENDING, LLC, NMLSR ID: 3925

PLANNED UNIT DEVELOPMENT RIDER

GIANNETTI

REDACTED LOAN # 0364

MIN: 100330770000403649

FHA Case No: 098-1484900-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of **APRIL**, 2023, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **KIND LENDING, LLC** ("Lender") of the same date and covering the Property described in the Security Instrument and located at: **9104 WATER HAZARD DR, HUDSON, FL 34667-8529** [Property Address]. The Property Address is a part of a planned unit development ("PUD") known as **FAIRWAY OAKS** [Name of Planned Unit Development].

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

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly

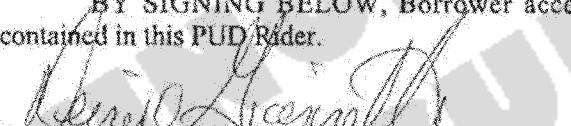
REDACTED LOAN # 0364

premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



- BORROWER - DENISE GIANNETTI
POST OFFICE ADDRESS: 1250 VENETIA DRIVE, SPRING HILL, FL 34608 US

Agent's File Number: TR2367

EXHIBIT "A" LEGAL DESCRIPTION

Lot 219, FAIRWAY OAKS UNIT THREE-B, according to the map or plat thereof, as recorded in Plat Book 35, Page(s) 31 through 33, inclusive, of the Public Records of Pasco County, Florida.

**UNOFFICIAL
DOCUMENT**

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

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR KIND LENDING, LLC, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, assign, transfer and set over the described Mortgage, all liens, and any rights due or to become due thereon to LAKEVIEW LOAN SERVICING, LLC, WHOSE ADDRESS IS 4425 PONCE DE LEON BLVD., MS 5-251, CORAL GABLES, FL 33146, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage was made by DENISE GIANNETTI and recorded in Official Records of the Clerk of the Circuit Court of PASCO County, Florida, in Book 10807 and Page 1034, upon the property situated in said State and County as more fully described in said Mortgage.

Dated this 05th day of November in the year 2025
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR KIND LENDING, LLC, ITS SUCCESSORS AND ASSIGNS

Angele Pavao
ANGELE PAVAO
VICE PRESIDENT

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



S. Hicks
SUSAN HICKS
WITNESS

2100 Alt. 19 North, Palm Harbor, FL 34683

M. Philbert
MICHAEL PHILBERT
WITNESS

2100 Alt. 19 North, Palm Harbor, FL 34683

Document Prepared By: Jennifer Zak/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
REDACTED LOAN # MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) LC MERS MIN
100330770000403649 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI
48501-2026 DOCR T052511-12:21:09 [C-2] EFRMFL1



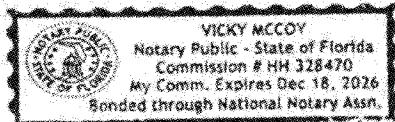
#D0119153848*

STATE OF FLORIDA
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 05th day of November in the year 2025, by Angela Pavao, as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR KIND LENDING, LLC, ITS SUCCESSORS AND ASSIGNS, 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.



VICKI MCCOY
COMM EXPIRES: 12/18/2026



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

REDACTED LOAN # MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) LC MERS MIN 100330770000403649 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T052511-12:21:09 [C-2] EFRMFLL



D0119153848

UNOFFICIAL
DOCUMENT

Total Amount Due [REDACTED LOAN #23]

Borrower:	GIANNETTI,DENISE	Address:	9104 WATER HAZARD DR	Prin Bal:	\$396,625.58	Investor Type:	GNMA
Co-Borrower Name:		City:	HUDSON	Add Prin Bal:	\$0.00	Investor #:	6EV
Due Date:	11/01/2024	State:	FL	Account Type:	First Mortgage - FHA Residential	Investor Account #:	[REDACTED LOAN #]
Last Pmt Appd On:	10/17/2025	Zip Code:	34667-8529	Total Pmt Amt:	\$3,655.81	PLS Client ID:	109/LAKEVIEW LOAN SERVICING

Quote Summary [REDACTED LOAN #] [dcs:623] Tue Nov 18 15:59:00 EST 2025

As Of Date:	12/17/2025
Per Diem Amt:	\$67.92
Total Principal Balance:	\$396,625.58
Total Interest Amt:	\$30,007.29
Pro Rata MIP/PMI Amt:	\$352.46
Escrow Advance Amt:	\$8,410.76
Escrow Balance:	\$0.00
Suspense Balance:	\$0.00
HUD Balance:	\$0.00
Rep Rep Balance:	\$0.00
Restricted Escrow Balance:	\$0.00
Total Fees Amt:	\$10.00
Total Accumulated Late Charge Amt:	\$0.00
Total NSF Charge Fee Amt:	\$20.00
Total Other Fees Due Amt:	\$0.00
Total Penalty Interest Amt:	\$0.00
Total Flat Penalty Fee Amt:	\$0.00
Credit Life Orig Fee Rebate Amt:	\$0.00
Rec Corp Adv Balance:	\$7,981.84
Total Amt To Payoff:	\$443,407.93

Primary Rate Changes

Row Count = 2		
From Date	Rate	Interest Amount
10/01/2024	6.25%	\$30,007.29
12/17/2025		

Second Mortgage Rate Changes

Row Count = 0		
From Date	Rate	Interest Amount
No Data Available		

Account History [REDACTED LOAN #] Account Data Views:623]

Borrower:	GIANNETTI,DENISE	Address:	9104 WATER HAZARD DR	Prin Bal:	\$396,625.58	Investor Type:	GNMA
Co-Borrower Name:		City:	HUDSON	Add Prin Bal:	\$0.00	Investor #:	6EV
Due Date:	11/01/2024	State:	FL	Account Type:	First Mortgage - FHA Residential	Investor Account #:	[REDACTED LOAN #]
Last Pmt Appd On:	10/17/2025	Zip Code:	34667-8529	Total Pmt Amt:	\$3,655.81	PLS Client ID:	109/LAKEVIEW LOAN SERVICING

Request Criteria: Type = All, Date Range = From 11/18/2010 To 11/18/2025

Row Count = 135

Transaction Description	Applied Dt	Due Date	Payment	Principal Applied	Interest Applied	Escrow Applied	Esc Bal	Adv Bal	Suspense Applied	Corp Adv Applied	L/C Amt Applied	Fee Amt Applied	Fee Cd
Property Pres Corp Adv	11/13/2025							\$8,410.76		\$2,500.00			
Escrow Advance	11/12/2025	11/01/2024	\$5,605.04			\$5,605.04		\$8,410.76					
County Tax Disbursement	11/12/2025	11/01/2025	-\$5,605.04			-\$5,605.04	-\$5,605.04	\$2,805.72					
Property Pres Corp Adv	11/10/2025							\$2,805.72			\$30.00		
Attorney Corp Advance	11/10/2025							\$2,805.72			\$2,160.00		
Property Pres Corp Adv	11/06/2025							\$2,805.72			\$100.00		
Escrow Advance	11/05/2025	11/01/2024	\$176.23			\$176.23		\$2,805.72					
Mortgage Ins Disb	11/05/2025	05/01/2026	-\$176.23			-\$176.23	-\$176.23	\$2,629.49					
Statutory Exp Corp Adv	11/05/2025							\$2,629.49			\$250.00		
Property Pres Corp Adv	10/27/2025							\$2,629.49			\$65.00		
Property Pres Corp Adv	10/27/2025							\$2,629.49			\$30.00		
Property Pres Corp Adv	10/27/2025							\$2,629.49			\$250.00		
Property Pres Corp Adv	10/27/2025							\$2,629.49			\$250.00		
Property Pres Corp Adv	10/23/2025							\$2,629.49			\$100.00		
Escrow Advance Repymt	10/21/2025	11/01/2024					-\$2,987.09	\$2,629.49					
Funds Application	10/21/2025	11/01/2024					\$2,987.09	\$2,987.09	\$5,616.58	-\$2,987.09			
Escrow Advance Repymt	10/17/2025	10/01/2024					-\$1,171.94		\$5,616.58				
Funds Application	10/17/2025	10/01/2024		\$415.95	\$2,067.92	\$1,171.94	\$1,171.94	\$6,788.52	-\$3,653.81				
Property Pres Corp Adv	10/16/2025							\$6,788.52			\$100.00		
Property Pres Corp Adv	10/16/2025							\$6,788.52			\$100.00		
Property Pres Corp Adv	10/14/2025							\$6,788.52			\$45.00		
Escrow Advance	10/03/2025	10/01/2024	\$176.23			\$176.23		\$6,788.52					
Mortgage Ins Disb	10/03/2025	05/01/2026	-\$176.23			-\$176.23	-\$176.23	\$6,612.29					
Property Pres Corp Adv	10/02/2025							\$6,612.29			\$100.00		
Property Pres Corp Adv	09/17/2025							\$6,612.29			\$30.00		
Property Pres Corp Adv	09/16/2025							\$6,612.29			\$100.00		
Escrow Advance	09/05/2025	10/01/2024	\$176.23			\$176.23		\$6,612.29					
Mortgage Ins Disb	09/05/2025	05/01/2026	-\$176.23			-\$176.23	-\$176.23	\$6,436.06					
Property Pres Corp Adv	09/05/2025							\$6,436.06			\$100.00		
Property Pres Corp Adv	08/28/2025							\$6,436.06			\$726.84		
Property Pres Corp Adv	08/20/2025							\$6,436.06			\$45.00		
Property Pres Corp Adv	08/12/2025							\$6,436.06			\$20.00		
Property Pres Corp Adv	08/11/2025							\$6,436.06			\$100.00		
Property Pres Corp Adv	08/08/2025							\$6,436.06			\$15.00		
Property Pres Corp Adv	08/08/2025							\$6,436.06			\$25.00		
Property Pres Corp													

Adv	08/08/2025				\$6,436.06		\$25.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$25.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$25.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$40.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$10.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$30.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$135.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$60.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$105.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$40.00	
Property Pres Corp Adv	08/08/2025				\$6,436.06		\$40.00	
Escrow Advance	08/05/2025	10/01/2024	\$176.23		\$176.23	\$6,436.06		
Mortgage Ins Disb	08/05/2025	05/01/2026	-\$176.23		-\$176.23	-\$176.23	\$6,259.83	
Property Pres Corp Adv	07/30/2025					\$6,259.83		\$30.00
Property Pres Corp Adv	07/30/2025					\$6,259.83		\$45.00
Property Pres Corp Adv	07/30/2025					\$6,259.83		\$10.00
Property Pres Corp Adv	07/14/2025					\$6,259.83		\$30.00
Funds Application	07/08/2025	10/01/2024	\$3,321.45			\$6,259.83	\$3,321.45	
Escrow Advance	07/03/2025	10/01/2024	\$176.23		\$176.23	\$6,259.83		
Mortgage Ins Disb	07/03/2025	05/01/2026	-\$176.23		-\$176.23	-\$176.23	\$6,083.60	
Escrow Advance	06/05/2025	10/01/2024	\$176.23		\$176.23	\$6,083.60		
Mortgage Ins Disb	06/05/2025	05/01/2026	-\$176.23		-\$176.23	-\$176.23	\$5,907.37	
Fee Waive/Assess	05/20/2025	10/01/2024				\$5,907.37		\$99.35 Y
Late Charge Assessed	05/16/2025	10/01/2024				\$5,907.37		-\$99.35
Funds Application	05/06/2025	10/01/2024	\$3,321.45			\$5,907.37	\$3,321.45	
Property Pres Corp Adv	05/06/2025					\$5,907.37		\$30.00
Escrow Advance	05/05/2025	10/01/2024	\$178.56		\$178.56	\$5,907.37		
Mortgage Ins Disb	05/05/2025	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$5,728.81	
Escrow Advance	04/04/2025	10/01/2024	\$178.56		\$178.56	\$5,728.81		
Mortgage Ins Disb	04/04/2025	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$5,550.25	
Escrow Advance	03/17/2025	10/01/2024	\$2,906.00		\$2,906.00	\$5,550.25		
Hazard Ins Disbursement	03/17/2025	03/01/2025	-\$2,906.00		-\$2,906.00	-\$2,906.00	\$2,644.25	
Escrow Advance	03/05/2025	10/01/2024	\$178.56		\$178.56	\$2,644.25		
Mortgage Ins Disb	03/05/2025	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$2,465.69	
Escrow Advance Repymt	02/11/2025	09/01/2024			-\$1,171.94	\$2,465.69		
Funds Application	02/11/2025	09/01/2024	\$3,655.81	\$413.79	\$2,070.08	\$1,171.94	\$1,171.94	\$3,637.63
Escrow Advance	02/05/2025	09/01/2024	\$178.56		\$178.56		\$3,637.63	
Mortgage Ins Disb	02/05/2025	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$3,459.07	
Property Pres Corp Adv	01/31/2025						\$3,459.07	
Escrow Advance	01/03/2025	09/01/2024	\$178.56		\$178.56		\$3,459.07	
Mortgage Ins Disb	01/03/2025	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$3,280.51	
Escrow Advance	12/05/2024	09/01/2024	\$178.56		\$178.56		\$3,280.51	
Mortgage Ins Disb	12/05/2024	05/01/2025	-\$178.56		-\$178.56	-\$178.56	\$3,101.95	
Escrow Advance	11/07/2024	09/01/2024	\$3,101.95		\$3,101.95		\$3,101.95	
County Tax Disbursement	11/07/2024	11/01/2024	-\$5,002.18		-\$5,002.18	-\$3,101.95		
Mortgage Ins Disb	11/05/2024	05/01/2025	-\$178.56		-\$178.56	\$1,900.23		
Property Pres Corp Adv	10/29/2024					\$2,078.79		\$30.00
Mortgage Ins Disb	10/04/2024	05/01/2025	-\$178.56		-\$178.56	\$2,078.79		
Bad Check Reversal	09/10/2024	09/01/2024		-\$413.79	-\$2,070.08	-\$1,171.94	\$2,257.35	
Mortgage Ins Disb	09/05/2024	05/01/2025	-\$178.56		-\$178.56	\$3,429.29		
Unspecified Payment	09/03/2024	09/01/2024	\$3,655.81	\$413.79	\$2,070.08	\$1,171.94	\$3,607.85	
Mortgage Ins Disb	08/05/2024	05/01/2025	-\$178.56		-\$178.56	\$2,435.91		
Unspecified Payment	08/01/2024	08/01/2024	\$3,655.81	\$411.65	\$2,072.22	\$1,171.94	\$2,614.47	
Mortgage Ins Disb	07/05/2024	05/01/2025	-\$178.56		-\$178.56	\$1,442.53		
Unspecified Payment	07/01/2024	07/01/2024	\$3,655.81	\$409.51	\$2,074.36	\$1,171.94	\$1,621.09	
Mortgage Ins Disb	06/05/2024	05/01/2025	-\$178.56		-\$178.56	\$449.15		
Escrow Advance Repymt	06/03/2024	06/01/2024			-\$544.23	\$627.71		

Unspecified Payment	06/03/2024	06/01/2024	\$3,655.81	\$407.39	\$2,076.48	\$1,171.94	\$1,171.94	\$544.23
Escrow Advance	05/03/2024	06/01/2024	\$180.75			\$180.75		\$544.23
Mortgage Ins Disb	05/03/2024	05/01/2024	-\$180.75			-\$180.75	-\$180.75	\$363.48
Escrow Advance Repymt	05/01/2024	05/01/2024				-\$1,171.94		\$363.48
Unspecified Payment	05/01/2024	05/01/2024	\$3,655.81	\$405.28	\$2,078.59	\$1,171.94	\$1,171.94	\$1,535.42
Escrow Advance	04/05/2024	05/01/2024	\$180.75			\$180.75		\$1,535.42
Mortgage Ins Disb	04/05/2024	05/01/2024	-\$180.75			-\$180.75	-\$180.75	\$1,354.67
Escrow Advance Repymt	04/01/2024	04/01/2024				-\$1,171.94		\$1,354.67
Unspecified Payment	04/01/2024	04/01/2024	\$3,655.81	\$403.18	\$2,080.69	\$1,171.94	\$1,171.94	\$2,526.61
Escrow Advance	03/12/2024	04/01/2024	\$2,526.61			\$2,526.61		\$2,526.61
Hazard Ins Disbursement	03/12/2024	03/01/2024	\$2,926.00			-\$2,926.00	-\$2,526.61	
Mortgage Ins Disb	03/05/2024	05/01/2024	-\$180.75			-\$180.75	\$399.39	
Escrow Advance Repymt	03/01/2024	03/01/2024				-\$591.80	\$580.14	
Unspecified Payment	03/01/2024	03/01/2024	\$3,655.81	\$401.09	\$2,082.78	\$1,171.94	\$1,171.94	\$591.80
Escrow Advance	02/05/2024	03/01/2024	\$180.75			\$180.75		\$591.80
Mortgage Ins Disb	02/05/2024	05/01/2024	-\$180.75			-\$180.75	-\$180.75	\$411.05
Escrow Advance Repymt	02/01/2024	02/01/2024				-\$1,171.94		\$411.05
Unspecified Payment	02/01/2024	02/01/2024	\$3,655.81	\$399.01	\$2,084.86	\$1,171.94	\$1,171.94	\$1,582.99
Escrow Advance	01/05/2024	02/01/2024	\$180.75			\$180.75		\$1,582.99
Mortgage Ins Disb	01/05/2024	05/01/2024	-\$180.75			-\$180.75	-\$180.75	\$1,402.24
Escrow Advance Repymt	01/02/2024	01/01/2024				-\$521.95		\$1,402.24
Unspecified Payment	01/02/2024	01/01/2024	\$3,005.82	\$396.95	\$2,086.92	\$521.95	\$521.95	\$1,924.19
Escrow Advance	12/05/2023	01/01/2024	\$180.75			\$180.75		\$1,924.19
Mortgage Ins Disb	12/05/2023	05/01/2024	-\$180.75			-\$180.75	-\$180.75	\$1,743.44
Escrow Advance Repymt	12/01/2023	12/01/2023				-\$521.95		\$1,743.44
Unspecified Payment	12/01/2023	12/01/2023	\$3,005.82	\$394.89	\$2,088.98	\$521.95	\$521.95	\$2,265.39
Escrow Advance	11/10/2023	12/01/2023	\$2,265.39			\$2,265.39		\$2,265.39
County Tax Disbursement	11/10/2023	11/01/2023	-\$5,677.44			-\$5,677.44	-\$2,265.39	
Mortgage Ins Disb	11/03/2023	05/01/2024	-\$180.75			-\$180.75	\$3,412.05	
Unspecified Payment	11/01/2023	11/01/2023	\$3,005.82	\$392.84	\$2,091.03	\$521.95	\$3,592.80	
Mortgage Ins Disb	10/05/2023	05/01/2024	-\$180.75			-\$180.75	\$3,070.85	
Unspecified Payment	10/02/2023	10/01/2023	\$3,005.82	\$390.81	\$2,093.06	\$521.95	\$3,251.60	
Mortgage Ins Disb	09/05/2023	05/01/2024	-\$180.75			-\$180.75	\$2,729.65	
Unspecified Payment	09/01/2023	09/01/2023	\$3,005.82	\$388.78	\$2,095.09	\$521.95	\$2,910.40	
Mortgage Ins Disb	08/04/2023	05/01/2024	-\$180.75			-\$180.75	\$2,388.45	
Unspecified Payment	08/01/2023	08/01/2023	\$3,005.82	\$386.77	\$2,097.10	\$521.95	\$2,569.20	
Mortgage Ins Disb	07/05/2023	05/01/2024	-\$180.75			-\$180.75	\$2,047.25	
Unspecified Payment	07/03/2023	07/01/2023	\$3,005.82	\$384.76	\$2,099.11	\$521.95	\$2,228.00	
Mortgage Ins Disb	06/05/2023	05/01/2024	-\$180.75			-\$180.75	\$1,706.05	
Unspecified Payment	06/01/2023	06/01/2023	\$3,005.82	\$382.77	\$2,101.10	\$521.95	\$1,886.80	
Specified Funds	04/28/2023	06/01/2023	\$1,364.85			\$1,364.85	\$1,364.85	
Principal Bal Adjustment	04/27/2023	06/01/2023			\$414.48			
Loan Set Up Date	04/27/2023	06/01/2023		-\$403,411.00				



P. O. Box 8068 Virginia Beach, VA 23450-8068

January 28, 2025

1-754-13484-0007300-002-01-000-000-000-000



DENISE GIANNETTI
9104 WATER HAZARD DR
HUDSON FL 34667-8529

RE: Loan Number: XXXXXX3801
Property Address: 9104 Water Hazard Dr
Hudson FL 34667-8529

NOTICE

Dear Customer:

This letter is a formal notice that you have defaulted in your contractual obligations under the terms of a Note and Security Instrument on the collateral property referenced above for failure to pay amounts due. For the purposes of this notice, the term "Note" means a mortgage note, bond, or analogous agreement to repay a loan and the term "Security Instrument" means a mortgage, a deed of trust, security deed or other similar security instrument that secures the Note. If you did not execute the Note or assume the subject loan, this notice is not an attempt to collect debt from you.

As of the date of this letter, the total amount necessary to bring your mortgage current and reinstate your loan is \$18,299.05 which consists of the following:

Monthly Payments (09-01-2024 to 1-01-[REDACTED])	\$18,279.05
Late Charges	\$0.00
Bad Check Fees	\$20.00
Less Suspense Balance	(\$0.00)
Total due	\$18,299.05

You have the right to cure the default on or before 03-04-2025 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter) by sending the required amount of \$18,299.05 to:

LoanCare, LLC
P.O. Box 37628
Philadelphia, PA 19101-0628

Overnight:
LoanCare, LLC
3637 Sentara Way
Virginia Beach, VA 23452

Please include your loan number and property address with your payment.

You may contact our Loss Mitigation Department at 1-800-509-0183, Monday through Friday from 8:00 A.M. to 9:00 P.M. and Saturday from 8:00 A.M. to 3:00 P.M., Eastern Time, to obtain updated payment information. You may also visit our website, <https://lakeviewloanservicing.myloancare.com>.

If you wish to dispute the delinquency or if you dispute the calculation of the amount of the delinquency and reinstatement amount, you may contact us by calling 1-800-509-0183.

If your next payment due date occurs on or before you submit the total amount due to cure the default, the default will not be cured unless your next payment is made in addition to the total amount due. You are not required to pay your next monthly payment in advance. **Our acceptance of one or more partial payments will not preclude us from accelerating the indebtedness if you do not cure the default in full.**

Failure to cure the default on or before 03-04-2025 may result in acceleration of all sums secured by the Security Instrument, foreclosure by judicial proceedings and sale of the property. If you fail to pay the total due to cure the default by 03-04-2025, we may, at our option, require immediate payment in full of all sums secured by the Security Instrument without further demand and foreclose the Security Instrument by judicial proceedings, may invoke the power of sale, assent to decree, if applicable, and/or any other remedies permitted by applicable law.

FORECLOSURE PROCEEDING WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW.

You have the right to reinstate the loan after acceleration and the right to deny in the foreclosure proceeding the existence of a default or to assert any other defense you may have to acceleration and foreclosure. Please be advised that we may be entitled to collect all expenses incurred including, but not limited to, reasonable attorneys' fees and costs of title evidence.

A deficiency judgment may be pursued following the foreclosure proceedings according to the terms of your loan documents, if permitted, by applicable law. Please be advised that if your debt was discharged in a bankruptcy, a deficiency judgment will not be pursued.

The following amounts, if any, are also due but not required to reinstate your loan:

Recoverable Corporate Advance	\$30.00
Escrow Advance	\$3,459.07
Other Non-Secured Amounts	\$0.00
Total	\$3,489.07

If you are unable to cure your default, LoanCare offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to you. You may be eligible for a loan workout plan or other similar alternatives. If you would like to learn more about these programs, you may contact our Loss Mitigation Department at the number mentioned above to discuss possible options. You may also visit our website, <https://lakeviewloanservicing.myloancare.com>. We are very interested in assisting you.

We may report information about your account to credit bureaus and late or missed payments may be reflected on your credit report.

Sincerely,

LoanCare, LLC
NMLS ID 2916



Important notice about foreclosure moratoriums: Failure to cure your default on or before the date specified in this notice may result in acceleration of your loan balance, foreclosure proceedings, and the sale of your property. If your mortgage account is subject to a foreclosure moratorium, we will not initiate and/or proceed with foreclosure and sale of your property during the applicable foreclosure moratorium period. However, we may proceed with foreclosure and sale of your property after the applicable foreclosure moratorium has expired.

TO THE EXTENT THE FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) AND/OR STATE DEBT COLLECTION LAWS ARE APPLICABLE, PLEASE BE ADVISED THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOU ARE CURRENTLY INVOLVED IN A BANKRUPTCY PROCEEDING OR HAVE PREVIOUSLY RECEIVED A DISCHARGE IN A BANKRUPTCY PROCEEDING, PLEASE NOTIFY US IMMEDIATELY AND BE ADVISED THAT THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. THIS NOTICE IS NOT INTENDED TO COLLECT, RECOVER, OR OFFSET THE DEBT AGAINST YOU PERSONALLY AND SHOULD NOT BE CONSIDERED A DEMAND FOR PAYMENT OR INDICATE THAT YOU ARE PERSONALLY LIABLE FOR THIS DEBT. PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS UNDER THE BANKRUPTCY LAW.

THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) MAY OFFER PROTECTION OR RELIEF TO SERVICEMEMBERS. IF EITHER YOU HAVE BEEN CALLED TO ACTIVE DUTY OR ACTIVE SERVICE, OR YOU ARE A SPOUSE OR DEPENDENT OF SUCH A SERVICEMEMBER, YOU MAY BE ENTITLED TO CERTAIN LEGAL PROTECTIONS AND DEBT RELIEF PURSUANT TO THE SCRA. IF YOU HAVE NOT MADE US AWARE OF YOUR STATUS, PLEASE CONTACT US IMMEDIATELY. YOU MAY ALSO CONTACT YOUR UNIT'S JUDGE ADVOCATE OR YOUR INSTALLATION'S LEGAL ASSISTANCE OFFICER, AVAILABLE AT [HTTPS://LEGALASSISTANCE.LAW.AF.MIL/](https://LEGALASSISTANCE.LAW.AF.MIL/), OR CALL 1-800-342-9647 (TOLL FREE FROM THE UNITED STATES) OR WWW.MILITARYONESOURCE.MIL/LEGAL TO FIND OUT MORE INFORMATION.

Notes and Memos:[REDACTED LOAN #] count Data Views:623]

Borrower:	GIANNETTI,DENISE	Address:	9104 WATER HAZARD DR	Prin Bal:	\$396,625.58	Investor Type:	GNMA
Co-Borrower Name:		City:	HUDSON	Add Prin Bal:	\$0.00	Investor #:	6EV
Due Date:	11/01/2024	State:	FL	Account Type:	First Mortgage - PIIA Residential	Investor Account #:	[REDACTED LOAN #]
Last Pmt Appd On:	10/17/2025	Zip Code:	34667-8529	Total Pmt Amt:	\$3,655.81	PLS Client ID:	109/LAKEVIEW LOAN SERVICING

Life Of Loan Memo

No Data Available

Notes

Request Criteria : Note Types = Collection

From 2025-01-28 To 2025-01-28

Row Count = 3

Note Type	Date/Time	Added By	Comment Code	Task ID	Text
Collection	01/28/2025 6:52:16 PM	WWW			E-MAIL OPENED
Collection	01/28/2025 3:17:38 PM	WWW			EMAIL SENT TO BORR
Collection	01/28/2025 12:19:44 AM	***			Gen Demand LETTER SENT

Memos

Row Count = 1

Seq #	Memo Type	Memo Exp Date	Pro Stop Flag	Added By	Memo Date	Text
1	All Workstations	05/31/2053	false	CDI	11/07/2025	RCVD AUTHZ FOR TABITHA BAILEY OF FUTURE HOME REALTY