

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

Truist Bank

Case #:

Plaintiff,

-vs.-

Kirk W. Hoffar a/k/a Kirk Hoffar; Unknown Spouse of Kirk W. Hoffar a/k/a Kirk Hoffar; Unknown Parties in Possession #1, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s); Unknown Parties in Possession #2, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s)

Defendant(s).

**VERIFIED COMPLAINT TO FORECLOSE RESIDENTIAL MORTGAGE**

Truist Bank ("Plaintiff"), sues Defendant(s), Kirk W. Hoffar a/k/a Kirk Hoffar; Unknown Spouse of Kirk W. Hoffar a/k/a Kirk Hoffar; Unknown Parties in Possession #1, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s); Unknown Parties in Possession #2, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s), and alleges:

1. This is an action to foreclose a mortgage on real property in Pasco County, Florida, and pursuant to F.S. §26.012, and this Court has jurisdiction of the subject matter herein.
2. On October 9, 2007, Laura E. Hoffar, now Deceased and Kirk W. Hoffar executed and delivered a Promissory Note to the Payee named thereon. A copy of the Note is attached as Exhibit "A." On October 9, 2007, Laura E. Hoffar, now Deceased, and Kirk W. Hoffar executed and delivered a first Mortgage securing payment of said Note. A copy of the recorded Mortgage is attached as Exhibit "B." The Mortgage was recorded on October 16, 2007,

in Official Records Book 7663, at Page 880, at instrument number 1136008 in the public records of Pasco County, Florida, and mortgaged the property identified in the mortgage, then owned by and in possession of the Mortgagor, more fully described as:

TRACT 45, OF THE UNRECORDED PLAT OF OAKWOOD ACRES, OTHERWISE KNOWN AND DESCRIBED AS FOLLOWS: THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA: THE NORTH 25 FEET THEREOF BEING SUBJECT TO AN EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY AND/OR UTILITIES. TOGETHER WITH 1995 BROOKLYN TRAILER DOUBLE WIDE MOBILE HOME ID#2G610735HA AND 2G610735HB LOCATED THEREON. WHICH HOME, BY INTENTION OF THE PARTIES AND UPON RETIREMENT OF THE CERTIFICATE OF TITLE SHALL CONSTITUTE A PART OF THE REALTY AND SHALL PASS WITH IT

3. The terms of the Note and Mortgage have been modified. A copy of the modification agreement(s) is attached as Exhibit "C."

4. Plaintiff, Truist Bank, is the holder of the note and is entitled to enforce said mortgage and mortgage note.

5. The Mortgage was a first lien purchase money mortgage given to secure a loan for the acquisition of the Property. The Mortgage is superior in dignity to any prior or subsequent right, title, claim, lien or interest of the Defendants named herein or any person claiming by, through or under said Defendants since the institution of this suit.

6. There is a default under the terms of the Note, Loan Modification and Mortgage for failure by the original mortgagor, the current property owner, or anyone on behalf of those liable on the Note, Loan Modification and Mortgage to make the payment due on July 1, 2025, and all subsequent payments.

7. The business records maintained by Plaintiff demonstrate that a Notice of Default (the "Notice") attached hereto as Exhibit "D" was mailed to the persons at the address(es) and upon the date set forth in the Notice. The default has not been cured and Plaintiff declares the full amount payable under the Note, Loan Modification and Mortgage to now be due.

8. There is an unpaid principal balance of \$50,061.22 that is due Plaintiff, plus interest from June 1, 2025, late charges, title search expense for ascertaining necessary parties to this action, and such other expenses as may be incurred by Plaintiff to preserve and protect the property or Plaintiff's rights in the property including, but not limited to, inspections, appraisals, boarding up or otherwise securing the property, changing locks, determining the existence and the amount of or paying any code enforcement or other lien, or the expenses incurred in avoiding the same; and all costs of filing, service of process, publication of notice of sale, and all other expenses associated with this foreclosure action.

9. During this suit, Plaintiff may be required to advance additional funds for ad valorem taxes, insurance and other necessary costs to protect its security. Any such sums advanced or paid out shall be due and owing Plaintiff.

10. All conditions precedent to the acceleration of the Note and to the foreclosure of the Mortgage have been met, complied with, and fulfilled prior to bringing the present foreclosure action, including, but not limited to, all applicable notice provisions.

11. Plaintiff is obligated to pay Plaintiff's attorney(s) a reasonable fee for the attorney's services.

12. Kirk W. Hoffar a/k/a Kirk Hoffar currently own(s) the property. Additionally, the Unknown Spouse of Kirk W. Hoffar a/k/a Kirk Hoffar may have an ownership interest in the property pursuant to Florida Homestead Law. However that ownership interest is inferior and subordinate to the lien and operation of Plaintiff's Mortgage.

13. Unknown Spouse of Kirk W. Hoffar a/k/a Kirk Hoffar may have an interest in the Property by virtue of a spousal homestead interest, if any, and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. However, that interest is inferior and subordinate to the lien and operation of Plaintiff's Mortgage.

14. That the Defendant, Unknown Parties in Possession #1, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only, however, any such claim or demand is inferior to the lien of the Mortgage.

15. That the Defendant, Unknown Parties in Possession #2, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only, however, any such claim or demand is inferior to the lien of the Mortgage.

16. Kirk W. Hoffar a/k/a Kirk Hoffar, as maker(s) of the Note, may be held personally liable for a deficiency, if any, unless Kirk W. Hoffar a/k/a Kirk Hoffar, has/have been discharged in bankruptcy in which event no deficiency is or will be sought.

WHEREFORE, Plaintiff respectfully requests this Court enter a Final Judgment:

- a) enumerating all amounts the Court determines due to Plaintiff;
- b) ordering the Clerk of Court to sell the Property to satisfy the amount due Plaintiff, in whole or in part;

- c) adjudicating the right, title and interest of any party claiming by, through, under or against any defendant named herein be deemed inferior and subordinate to Plaintiff's Mortgage lien and be forever barred and foreclosed;
- d) awarding Plaintiff reasonable attorney's fees and costs; and
- e) for such other and further relief as the Court may deem just and proper.

**FLA. R. CIV. P. 1.115(e) VERIFICATION**

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

By: Scott Hubbard  
Print Name: SCOTT HUBBARD  
Title: AVP  
Date: 11/14/25  
Truist Bank

**\*Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: FLeService@logs.com\***

LOGS LEGAL GROUP LLP  
Attorneys for Plaintiff  
750 Park of Commerce Blvd., Suite 130  
Boca Raton, Florida 33487  
Telephone: (561) 998-6700 Ext. 55139  
Fax: (561) 998-6707  
For Email Service Only: FLeService@logs.com  
For all other inquiries: mtebbi@logs.com

FOR By: /s/ Amanda Friedlander, Esq.  
FL Bar #72876  
Michael L. Tebbi, Esq.  
FL Bar # 70856

Pursuant to the Fair Debt Collection Practices Act, you are advised that this office may be deemed a debt collector and any information obtained may be used for that purpose.

25-334457 FC01 SUT

# Exhibit

“A”

UNOFFICIAL  
DOCUMENT

AP#  
LN#

MIN:

FHA Case No.

Florida

# NOTE

THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.

October 9, 2007

[Date]

10612 SHADY DRIVE

, HUDSON, FL 34669

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means SUNTRUST MORTGAGE, INC., A VIRGINIA CORPORATION and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Sixty One Thousand Eight Hundred Thirteen and no/100

Dollars (U.S. \$ 61,813.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One / Half percent ( 6.5000 %) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

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

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on December 1, 2007. Any principal and interest remaining on the first day of November, 2037, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at SunTrust Mortgage, Inc., P.O. Box 79041, Baltimore, MD 21279-0041 or at such place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 390.70. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Florida Fixed Rate Note - 10/95

Amended 10/98

VMP Mortgage Solutions, Inc. (800)521-7291

AP#  
LN#

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent ( 4.0000 %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

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

**8. GIVING OF NOTICES**

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

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

**9. 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



AP #  
LN #

or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

\_\_\_\_\_  
(Seal)  
-Borrower

*Laura E. Hoffar*  
LAURA E. HOFFAR (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Kirk W. Hoffar*  
KIRK W. HOFFAR (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Without Recourse (Seal)  
PAY TO THE ORDER OF -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Deborah P. Ellis*  
Deborah P. Ellis, Vice President (Seal)  
-Borrower

WITHOUT RECOURSE, PAY TO THE ORDER OF

[Sign Original Only]

\_\_\_\_\_  
SUNTRUST MORTGAGE, INC.  
*Deborah P. Ellis*  
Deborah P. Ellis, Group Vice President

# Exhibit

## “B”

UNOFFICIAL  
DOCUMENT

262 R-3

RETURN TO:

KEYSTONE TITLE AGENCY, INC.

9735 U.S. Hwy. 19

Port Richey, FL 34668

R

2007173488

Return To:

Rcpt: 1136008 Rec: 86.50  
DS: 216.65 IT: 123.63  
10/16/07 Dpty Clerk

KEYSTONE TITLE AGENCY, INC.  
9735 US HIGHWAY 19  
PORT RICHEY, FL 34668

JED PITTMAN, PASCO COUNTY CLERK  
10/16/07 02:22pm 1 of 10  
OR BK 7663 PG 880

This document was prepared by:

DEBORAH BROWN  
SUNTRUST MORTGAGE, INC.  
P. O. BOX 156  
BROOKSVILLE, FL 34605-0156

[Space Above This Line For Recording Data]

State of Florida

## MORTGAGE

FHA Case No.

AP#  
LN#

MIN

THIS MORTGAGE ("Security Instrument") is given on October 9, 2007  
The Mortgagor is LAURA E. HOFFAR and KIRK W. HOFFAR, wife and husband ✓

, whose address is

10612 SHADY DRIVE, HUDSON, FL 34669

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. 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. [REDACTED] SUNTRUST MORTGAGE, INC.

, A VIRGINIA CORPORATION

("Lender") is organized and existing under the laws of THE STATE OF VIRGINIA, and has an address of 901 Semmes Avenue, Richmond, VA 23224

Borrower owes Lender the principal sum of Sixty One Thousand Eight Hundred Thirteen and no/100

Dollars (U.S. \$ 61,813.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2037. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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

FHA Florida Mortgage with MERS - 4/96

Amended 2/01

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AP#:  
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successors and assigns of MERS, the following described property located in

Pasco

County, Florida:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

Parcel ID Number: 31-24-17-0010-04500-0000

which has the address of 10612 SHADY DRIVE  
HUDSON

[City], Florida

34669

[Street]  
[Zip Code] ("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 or canceling this Security Instrument.

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

*[Handwritten initials]*

AP#:  
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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

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

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.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

*[Handwritten initials]*

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**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

*JCH* *MS*

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

9. **Grounds for Acceleration of Debt.**

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

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

Initials:

JEF H

AP#:  
LN#:

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

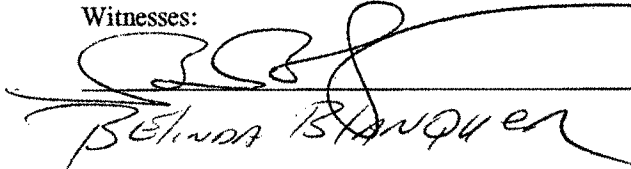
**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the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

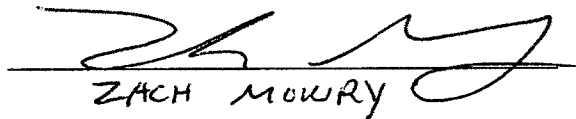
☐ Condominium Rider☐ Planned Unit Development Rider☐ Growing Equity Rider☐ Graduated Payment Rider☐ Other [specify]


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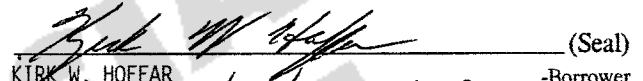
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
Belinda Blamper

  
ZACH MOWRY

  
LAURA E. HOFFAR (Seal)  
-Borrower  
10612 Shady Drive  
Hudson, 7134669

  
KIRK W. HOFFAR (Seal)  
-Borrower  
10612 Shady Drive  
Hudson, 7134669

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
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(Seal)  
-Borrower

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(Seal)  
-Borrower

AP#:  
LN#:

STATE OF FLORIDA,

Pasco

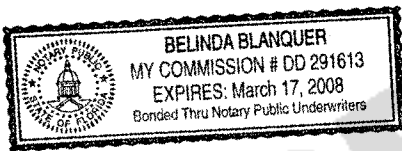
County ss:

The foregoing instrument was acknowledged before me this October 9, 2007 by  
Laura E Hoffar and Kirk W. Hoffar

who is personally known to me or who has produced  
as identification.

a drivers license

BBJ  
Notary Public



UNOFFICIAL  
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JEH TH

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LN#

OR BK **7663** PG **889**  
10 of 10

TRACT 45, OF THE UNRECORDED PLAT OF OAKWOOD ACRES, OTHERWISE KNOWN AND DESCRIBED AS FOLLOWS: THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THE NORTH 25 FEET THEREOF BEING SUBJECT TO AN EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY AND/OR UTILITIES. TOGETHER WITH 1995 BROOKLYN TRAILER DOUBLE WIDE MOBILE HOME ID#2G610735HA AND 2G610735HB LOCATED THEREON. WHICH HOME, BY INTENTION OF THE PARTIES AND UPON RETIREMENT OF THE CERTIFICATE OF TITLE SHALL CONSTITUTE A PART OF THE REALTY AND SHALL PASS WITH IT.

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*ped 7/4*

# Exhibit

“C”

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2016010599

Rcpt: 1742430 Rec: 61.00  
DS: 0.00 IT: 0.00  
01/22/2016 eRecording

SunTrust Mortgage, Inc  
C/O Old Republic  
500 City Parkway West, Suite 200  
Orange, CA 92868

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
01/22/2016 10:10 AM 1 of 7  
OR BK **9314** PG **2355**

Prepared By: NINA PRICE

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INVESTOR LOAN#

LOAN#

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of DECEMBER, 2015, between LAURA E HOFFAR AND KIRK W HOFFAR, WIFE AND HUSBAND ("Borrower") and SunTrust Mortgage, Inc ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated OCTOBER 9, 2007 in the amount of \$61,813.00 and recorded OCTOBER 16, 2007 in book or Liber 7663 at page(s) 880, of the OFFICIAL Records of PASCO COUNTY, FL and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

10612 SHADY DRIVE  
HUDSON, FLORIDA 34669  
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED SCHEDULE "A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of DECEMBER 1, 2015 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$62,530.91 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000%, from DECEMBER 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$298.53, beginning on the 1ST day of JANUARY, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on DECEMBER 1, 2045 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
  - (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

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

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



If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but 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 the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

UNOFFICIAL  
DOCUMENT

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

Laura E. Hoffar  
LAURA E. HOFFAR

By [Signature]  
Witness (Print Name): ABIGAIL KINNEY

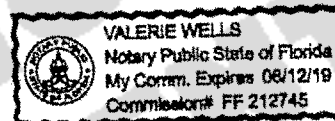
By [Signature]  
Witness (Print Name): Valerie N. Wells

State of Florida §  
County/City of Pasco/Hudson §

On this the 30 day of December, 2015 before me, (Notary's Name) Valerie N. Wells, personally appeared (Borrower/Title Holder's Name) Laura E. Hoffar, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature [Signature] (Seal)  
My Commission Expires: 06/12/2019



BORROWER

Kirk W. Hoffar  
KIRK W. HOFFAR

By [Signature]  
Witness (Print Name): ABIGAIL KINNEY

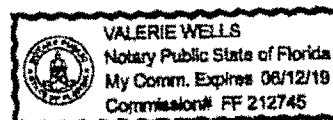
By [Signature]  
Witness (Print Name): Valerie N. Wells

State of Florida §  
County/City of Pasco/Hudson §

On this the 30 day of December, 2015 before me, (Notary's Name) Valerie N. Wells, personally appeared (Borrower/Title Holder's Name) Kirk W. Hoffar, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature [Signature] (Seal)  
My Commission Expires: 06/12/2019



[Space Below This Line For Acknowledgement]

SUNTRUST MORTGAGE, INC.

Alisha Gunn  
Asst. Vice President

*Alisha Gunn*  
SUNTRUST MORTGAGE, INC. Lender

01/27/16  
Date of Lender's Signature

(LENDER'S CORPORATE ACKNOWLEDGMENT)

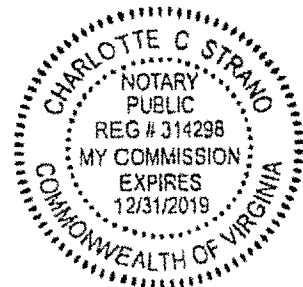
COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF RICHMOND, to wit:

I, Charlotte C. Strano, a Notary Public in and for the said jurisdiction, do hereby certify  
that this day personally appeared before me in my said jurisdiction,  
Alisha Gunn Asst. Vice President of SunTrust Mortgage,  
Incorporated whose name is signed to the foregoing instrument and acknowledged the same before me in my  
said jurisdiction.

My commission expires:  
Registration Number

GIVEN under my hand and notarial seal this the 7th day of Jan., 20 16.

*Charlotte C. Strano* (Seal)  
Notary Public



## SCHEDULE "A"

TRACT 45, OF THE UNRECORDED PLAT OF OAKWOOD ACRES, OTHERWISE KNOWN AND DESCRIBED AS FOLLOWS: THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THE NORTH 25 FEET THEREOF BEING SUBJECT TO AN EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY AND/OR UTILITIES. TOGETHER WITH 1995 BROOKLYN TRAILER DOUBLE WIDE MOBILE HOME ID#2G610735HA AND 2G610735HB LOCATED THEREON, WHICH HOME, BY INTENTION OF THE PARTIES AND UPON RETIREMENT OF THE CERTIFICATE OF TITLE SHALL CONSTITUTE A PART OF THE REALTY AND SHALL PASS WITH IT.

UNOFFICIAL  
DOCUMENT

Accommodation

# Exhibit

## “D”

UNOFFICIAL  
DOCUMENT



Truist Bank  
P.O. Box 27767  
Richmond, VA 23261-7767

**Mortgage Loan Number:**

LAURA E HOFFAR  
KIRK W HOFFAR  
10612 SHADY DR  
HUDSON FL 34669-2169

**Property Address:**  
10612 Shady Dr  
Hudson FL 34669

August 31, 2025

**FOR HUD HOUSING COUNSELING INFORMATION CALL**

Dear Client(s):

This is a notice that the above referenced loan is in default as a result of your breach of the terms of the note and/or Security Instrument (Deed of Trust or Mortgage) secured by the property listed above.

The note and/or Security Instrument provides that the Borrower(s) must be given certain notices prior to acceleration and that the Creditor shall be entitled to collect all reasonable costs incurred in pursuing the remedies provided for in the note and/or Security Instrument as permitted by state statute.

Therefore, you are hereby notified of the following:

1. The note and/or Security Instrument are in default as a result of your failure to make the monthly payments when due. Our records indicate that your account is past due for July 1, 2025 and subsequent months;
2. To bring your loan current and thereby cure the default, you must pay the past due installments (and late charges and/or authorized expenses) in the amount of \$1,037.82 (this amount may not reflect suspense funds); plus any additional fees, monthly payments and late charges as they become due between the date of this letter and the deadline stated in Section 3 below;
3. You must cure the default within 35 days from the date of this letter or October 5, 2025;
4. Truist Bank expects and demands strict compliance with the terms of your account agreement and associated security instrument. If we receive a partial payment, we may accept such payment towards your past due balance in accordance with the terms of your loan. However, if the funds received are less than the total amount due to fully cure and reinstate your loan, the acceptance of such funds will not waive our rights under the terms of your loan documents to require you to pay the entire balance on your account in one payment ( acceleration ), to foreclose by judicial proceeding and sell your property, or to pursue other remedies available by state and/or federal laws. Foreclosure proceedings will not be commenced unless and until allowed by applicable law. If foreclosure proceedings are undertaken, a deficiency judgment might be pursued. In addition, the acceptance of funds does not waive our right to either apply or return future payments if they are less than the total amount due.

5. You have the right to reinstate the loan after acceleration and prior to the entry of the foreclosure judgment, and in accordance with state law, and the terms of the note and/or Security Instrument by remitting the entire delinquent amount including any additional payments which become due, all late charges, fees and other expenses incurred by the lender (not applicable to VA Guaranteed loans); and
6. You have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you might have to acceleration and foreclosure.

Please contact us to find out the exact amount needed to cure this default. All funds must be in the form of a cashier's check or certified funds made payable to Truist Bank. Acceptance of any partial payments, by Lender or its authorized representatives or agents, shall not constitute a waiver of maturity, demand or accelerations.

There are certain loss mitigation possibilities that you may qualify for to help avoid foreclosure action. To discuss these loss mitigation options with your lender, please call Truist Bank at [REDACTED]

If you have any questions, please contact the Home Preservation Center at [REDACTED] to have one of our qualified teammates assist you throughout the loss mitigation process. Our standard business hours are 8 a.m. to 8 p.m., Monday through Friday and 9 a.m. to 1 p.m., ET Saturday.

Sincerely,

Truist Bank

Enclosure: Disclosure(s)

UNOFFICIAL  
DOCUMENT

[REDACTED]

## IMPORTANT FEDERAL DISCLOSURES

- The Servicemembers Civil Relief Act (SCRA) provides important financial and legal protections to service members including caps on interest rates, stays of certain legal proceedings, protection from eviction, and termination of leases without repercussions. Learn more at [www.militaryonesource.mil](http://www.militaryonesource.mil).
- Free assistance from HUD-approved counseling agencies is available to help homeowners who are having problems making their mortgage payments. For a list of HUD-approved housing counseling agencies that can provide helpful information, you can contact the US Department of Housing and Urban Development (HUD) at [REDACTED]
- This communication is an attempt to collect a debt and any information you provide, whether written or verbal, will be used for that purpose. However, if your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, Truist Bank recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only. If you are current on your loan account, the notice above is not intended to imply otherwise.

☐ Qualified Written Requests (QWR), Notices of Error (NOE), and Requests for Information (RFI)

Federal Law permits you to contact us in writing regarding your account in order to request certain types of actions and/or information (with exceptions). These requests include (1) a Qualified Written Request, (2) a Notice of Error, and (3) a Request for Information. If you submit a QWR or NOE, please include your name, loan account number and the reason you believe the account is in error. If you submit an RFI, please include your name, loan account number and the specific information requested.

QUALIFIED WRITTEN REQUESTS, NOTICES OF ERROR, and REQUESTS FOR INFORMATION, must be mailed to:

Truist Bank  
ATTN: QWR/NOE/RFI  
P.O. Box 3307  
Greenville, SC 29602

- ☐ The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 and the Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.



Equal Housing Lender. Truist Bank - NMLS [REDACTED]



## STATE DISCLOSURES

If you are a California resident or your property is in California, the following may apply to you.

- As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

If you are a resident of Ohio or your property is in Ohio, the following may apply to you.

- The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

If you are a resident of Oregon or your property is in Oregon, the following may apply to you.

- Borrowers: The Oregon Division of Financial Regulation (DFR) oversees residential mortgage loan servicers who are responsible for servicing residential mortgage loans in connection with real property located in Oregon and persons required to have a license to service residential mortgage loans in this state. If you have questions regarding your residential mortgage loan, contact your servicer at [REDACTED]. To file a complaint about unlawful conduct by an Oregon licensee or a person required to have an Oregon license, call DFR at [REDACTED].

If you are a Texas resident or your property is in Texas, the following may apply to you.

- **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

If you are a Utah resident or your property is in Utah, the following may apply to you.

- As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

If you are a Wisconsin resident or your property is in Wisconsin, the following may apply to you.

- No provisions of a marital property agreement, a unilateral statement under Section 766.59, or a court decree under Section 766.70, adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree, or has knowledge of the adverse provision when the obligation to the creditor is incurred.