

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

**Carrington Mortgage Services, LLC,**

**Plaintiff,**

**Case No:**

**vs.**

**Scott A. Rhineberger; Cheryl A. Rhineberger;  
Unknown Spouse of Scott A. Rhineberger;  
Unknown Spouse of Cheryl A. Rhineberger;  
Secretary of Housing and Urban Development;  
Unknown Tenant #1; Unknown Tenant #2,**

**Defendants.**

\_\_\_\_\_ /

**VERIFIED MORTGAGE FORECLOSURE COMPLAINT**

Plaintiff, **Carrington Mortgage Services, LLC**, sues Defendants **Scott A. Rhineberger; Cheryl A. Rhineberger; Unknown Spouse of Scott A. Rhineberger; Unknown Spouse of Cheryl A. Rhineberger; Secretary of Housing and Urban Development; Unknown Tenant #1; Unknown Tenant #2**, and any unknown heirs, devisees, grantees, creditors, and other unknown persons or unknown spouses claiming by, through and under any of the above named Defendants, and alleges:

**COUNT I  
MORTGAGE FORECLOSURE**

1. This is an action to foreclose a Mortgage on real property located in Pasco County, Florida and therefore the Circuit Court of the SIXTH Judicial Circuit in and for Pasco County, Florida has jurisdiction.

2. On or about November 29, 2012, Defendant **Scott A. Rhineberger** executed and delivered a promissory note ("the Note") and Defendants **Scott A. Rhineberger** and **Cheryl A. Rhineberger** delivered a mortgage ("the Mortgage") securing payment of the same to First Guaranty Mortgage Corporation. The Mortgage was recorded on December 4, 2012, in the Official Records Book 8793, at Page 1823 of the public records of Pasco County, Florida, and mortgaged the property identified in the Mortgage, then owned by and in possession of the Mortgagors. Copies of the Note and Mortgage are attached hereto as **Exhibits "A" and "B"**. The Note and Mortgage were later modified by two (2) Loan Modification Agreements recorded in Official Record Book 9602, Page 708, and Book 11198, Page 545, both of the public records of Pasco County, Florida. The Loan Modification Agreements are attached hereto as **Exhibit "C"**. The Note, Mortgage and Loan Modification Agreements are hereinafter collectively referred to as the "Loan Documents."

3. As of the date of the execution of this complaint the Plaintiff, **Carrington Mortgage Services, LLC** is the holder of the original Note secured by the Mortgage and is entitled to enforce the Loan Documents which are the subject of this suit pursuant to Florida Statute § 673.3011.

4. There is a default under the terms of the Loan Documents for failure by the original mortgagors, the current property owner, or anyone on behalf of those liable on the Loan Documents to make the payment due on June 1, 2025 and all subsequent payments.

5. Plaintiff declares the full amount payable under the Loan Documents to be due, together with any unpaid interest accruing as a result of default, late charges, advancements, and all costs of collection including, but not limited to, title search expense for ascertaining necessary parties to this action and reasonable attorney's fees. The principal balance due on the Loan Documents, as of the date of filing this Verified Complaint is \$72,476.42.

6. All conditions precedent to the acceleration of the Note and to the foreclosure of this Mortgage have been met, complied with, and fulfilled prior to filing the present foreclosure action.

7. As a result of the default under the Loan Documents, it has become necessary for the Plaintiff to employ the undersigned law firm to prosecute this action, and Plaintiff has agreed to pay such law firm a reasonable fee for their services. Under the terms and provisions of the Loan Documents, Plaintiff is entitled to recover its reasonable attorney's fees in bringing this action.

8. The Purchase Money Mortgage of the Plaintiff is a lien superior in dignity to the right, title, claim of lien or interest of all the Defendants, known or unknown, in this case, or otherwise.

9. Defendants **Scott A. Rhineberger** and **Cheryl A. Rhineberger** are the record owners of the property sought to be foreclosed by the Plaintiff, and hold title to the property subject to the Mortgage described herein and by virtue of that certain deed recorded in Official Records Book 8793, Page 1821, of the public records of Pasco County, Florida.

10. Defendant **Unknown Spouse of Scott A. Rhineberger** and **Unknown Spouse of Cheryl A. Rhineberger** 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. Defendant **Secretary of Housing and Urban Development** is joined by virtue of any right, title, or interest said Defendant may claim by virtue of a certain mortgage recorded in Official Record Book 11198, Page 369 of the public records of Pasco County, Florida. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

12. Defendants **Unknown Tenant #1** and **Unknown Tenant #2** are joined by virtue of any right, title, or interest said Defendants may claim as tenants in the property pursuant to a lease

agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

13. In addition to all the named Defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through, under or against any of said Defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff's Mortgage.

**WHEREFORE**, Plaintiff requests that this Honorable Court:

- (a) Take jurisdiction of the parties hereto and of the subject matter hereof;
- (b) Order that the lien of Plaintiff's Mortgage is a valid first priority lien on the property described and is superior to any other lien recorded;
- (c) Order foreclosure of the Mortgage and that all Defendants named herein, their estates, and all persons claiming under or against them since the filing of the Notice of Lis Pendens be foreclosed;
- (d) Determine the amount due to Plaintiff under the Loan Documents sued upon herein and award all damages owed to Plaintiff;
- (e) Award all costs and attorneys' fees;
- (f) Order that if said amount due to Plaintiff is not paid in full within the time set by this Court, the Property be sold by Order of this Court to satisfy Plaintiff's claims;
- (g) Order delivery and possession of the real property to the Purchaser, who shall be responsible for any condominium or homeowner association assessments in accordance with Fla. Stat. §§ 718.116 and 720.3085, and upon proof of the demand or refusal of any Defendant to vacate and surrender such possession, that the clerk be directed to issue a writ of possession without further order of this Court;
- (h) Order, upon motion by the Plaintiff, that Plaintiff shall have a lien on any rents collected on the Property during the pendency of this action, and that said rents shall be deposited into the Court Registry or in other such depository as the Court may designate, in accordance with Fla. Stat. § 697.07.
- (i) Retain jurisdiction of this cause and the parties hereto to determine Plaintiff's entitlement to a deficiency judgment against those who signed the Note and the amount thereof; unless any Defendant personally liable shall have been discharged from liability under the subject Note pursuant to the provisions of the Bankruptcy Code 11 U.S.C. §101, et. Seq.; and

(j) Grant such other and further relief that is appropriate and equitable under the circumstances.

Pursuant to Title 15 U.S.C. §1692g (d), a communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

**VERIFICATION OF FORECLOSURE COMPLAINT**

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

**Carrington Mortgage Services, LLC**

Signed by:  
*Veronica Robles*  
8506F8E934AE49E

By: \_\_\_\_\_

Print Name: Veronica Robles

Title: Default Supervisor

Date: 11/6/2025

/s/ Nick Geraci  
Nick Geraci, Esq.  
Florida Bar No. 95582  
Lender Legal PLLC  
1800 Pembroke Drive, Suite 250  
Orlando, FL 32810  
Tel: (407) 730-4644  
Attorney for Plaintiff

Service Emails:  
ngeraci@lenderlegal.com  
EService@LenderLegal.com

# EXHIBIT “A” TO COMPLAINT

**UNOFFICIAL  
DOCUMENT**

LOAN #: [REDACTED]

**NOTE**

FHA Case No. [REDACTED]

Florida

MIN: [REDACTED]

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

NOVEMBER 29, 2012  
[Date]

Lakeland,  
[City]

FLORIDA  
[State]

5906 Vanco Drive, Zephyrhills, FL 33542  
[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **FIRST GUARANTY MORTGAGE CORPORATION, A 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 SEVEN THOUSAND SIX HUNDRED SIXTY THREE AND NO/100**\*\*\*\*\* Dollars (U.S. \$67,663.00 ), 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 **FIVE** percent ( **5.000%** ) 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 **JANUARY 1, 2013**. Any principal and interest remaining on the **1ST** day of **DECEMBER, 2042** will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at  
**8180 GREENSBORO DR. #500**  
**MCLEAN, VA 22102**

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. **\$363.23**. 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.

**(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 ( **4.000%** ) 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



LOAN #: [REDACTED]

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 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.

  
SCOTT A RHINEBERGER (Seal)

WITHOUT RECOURSE PAY TO THE  
ORDER OF: Carrington Mortgage Services, LLC  
FIRST GUARANTY MORTGAGE  
CORPORATION

BY:   
Juan Rodas  
AVP



## ALLONGE TO NOTE

Note Date: 11/29/2012 ✓

Loan Amount: \$ 67,663.00 ✓

Property Address: 5906 Vanco Drive  
Zephyrhills, FL33542

Borrower: Scott A Rhineberger

Pay to the Order of:

Without Recourse:  
**CARRINGTON MORTGAGE SERVICES, LLC**

By: 

Name: Susana Hernandez

Title: Analyst, Collateral Trade



## ALLONGE TO NOTE

Note Date: 11/29/2012

Loan Amount: \$ 67,663.00

Property Address: 5906 VANCO DRIVE  
ZEPHYRHILLS, FL 33542

Borrower: SCOTT A RHINEBERGER

Pay to the Order of:

Without Recourse:  
CARRINGTON MORTGAGE SERVICES, LLC

By: Raymond Chatman

Name: Raymond Chatman

Title: Supervisor Collateral Trade

# EXHIBIT “B” TO COMPLAINT

**UNOFFICIAL  
DOCUMENT**

15

RETURN TO:  
MIDFLORIDA TITLE PROFESSIONALS, LLC  
3004 S. FLORIDA AVE.  
LAKELAND, FL 33803  
ATTN: SHARON GAY



Rcpt: 1479793 Rec: 129.00  
DS: 236.95 IT: 135.33  
12/04/12 K. Garcia, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
12/04/12 03:34pm 1 of 15  
OR BK 8793 PG 1823

After Recording Return To:  
FIRST GUARANTY MORTGAGE CORPORATION  
8180 GREENSBORO DR. #500  
MCLEAN, VA 22102

This instrument was prepared by:  
CAROL POLINO  
FIRST GUARANTY MORTGAGE CORPORATION  
5303 SPECTRUM DRIVE  
FREDERICK, MD 21703

Title Order No.: 12090045

LOAN #: [REDACTED]

[Space Above This Line For Recording Data]

State of Florida

## MORTGAGE

FHA Case No.

MIN: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 2012. The Mortgagor is  
SCOTT A RHINEBERGER, a married man, JOINED BY HIS WIFE CHERYL A. RHINEBERGER

whose address is 5906 Vanco Drive  
Zephyrhills, FL 33542

("Borrower").  
"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 beneficiary 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, Michigan 48501-2026, tel. (888) 679-MERS.

FIRST GUARANTY MORTGAGE CORPORATION, A CORPORATION

("Lender") is organized and  
existing under the laws of VIRGINIA,  
and has an address of 8180 GREENSBORO DR. #500, MCLEAN, VA 22102.

Borrower owes Lender the principal sum of \*\*\*\*\*SIXTY SEVEN THOUSAND SIX HUNDRED SIXTY THREE AND NO/100\*\*\*\*\* Dollars (U.S. \$67,663.00 ). 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 DECEMBER 1, 2042. 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 successors and



LOAN #: [REDACTED]

assigns of MERS, the following described property located in PASCO  
County, Florida:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT  
"A".

Tax ID #: 10-26-21-0000-01300-0020

which has the address of 5906 Vanco Drive, Zephyrhills

Florida 33542 ("Property Address");  
[Zip Code]

[Street, City],

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

BORROWER COVENANTS that Borrower is lawfully 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."

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 is 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



LOAN #: [REDACTED]

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.

**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.

**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.



LOAN #: [REDACTED]

(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.

**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.

**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.



LOAN #: [REDACTED]

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

☐ Growing Equity Rider

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

☒ Other(s) [specify]

MANUFACTURED HOME RIDER, MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

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:

*Clay Whitworth*  
CLAY WHITWORTH  
*Jane B. Trimble*  
JANE B. TRIMBLE

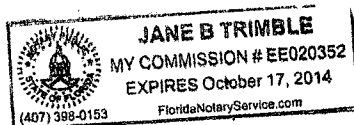
*Scott A Rhineberger* (Seal)  
SCOTT A RHINEBERGER

*Cheryl A Rhineberger* (Seal)  
Cheryl A Rhineberger

State of FLORIDA

*Polk* County of POLK

The foregoing instrument was acknowledged before me this *29<sup>th</sup>* day of *November 2013* by SCOTT A RHINEBERGER AND Cheryl A Rhineberger, who is personally known to me or who has produced *Driver's License* as identification.



*Jane B. Trimble*  
Signature  
Title or Rank  
Serial Number, (if any)



OR BK 8793 PG 1828  
6 of 15

LOAN #: [REDACTED]

**MANUFACTURED HOME RIDER TO THE MORTGAGE/  
DEED OF TRUST/TRUST INDENTURE  
OR OTHER SECURITY INSTRUMENT**

This Rider is made this 29TH day of NOVEMBER, 2012 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned SCOTT A RHINEBERGER AND Cheryl A Rhineberger

(the "Borrower")  
to secure Borrower's Note to FIRST GUARANTY MORTGAGE CORPORATION, A CORPORATION

(the "Note Holder")  
of the same date (the "Note") and covering the property described in the Security Instrument and located at 5906 Vanco Drive, Zephyrhills, FL 33542

(Property Address)

**LEGAL DESCRIPTION:**

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Tax ID #: 10-26-21-0000-01300-0020

**MODIFICATIONS:** In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

Initials: SAR [Signature]  
GMHR 0908





OR BK 8793 PG 1829  
7 of 15

LOAN #: [REDACTED]

## A. PROPERTY:

Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):

New \_\_\_\_\_ Used x Year 1999 Length 30 Width 68

Make \_\_\_\_\_

Model Name or Model No. Classic III

Serial No. JACFL20923 A&B

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_ ☒ No Certificate of Title has been issued.

## B. ADDITIONAL COVENANTS OF BORROWER:

- (a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under state and local law.
- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

## C. RESPONSIBILITY FOR IMPROVEMENTS:

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

## D. INVALID PROVISIONS:

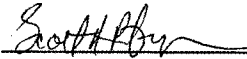
If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.



OR BK 8793 PG 1830  
8 of 15

By signing this, Borrower(s) agree to all of the above.

LOAN #: [REDACTED]

  
SCOTT A RHINEBERGER (Seal)

  
Cheryl A Rhineberger (Seal)

UNOFFICIAL  
DOCUMENT



OR BK 8793 PG 1831  
9 of 15

**THIS INSTRUMENT PREPARED BY:**

CAROL POLINO  
FIRST GUARANTY MORTGAGE CORPORATION  
5303 SPECTRUM DRIVE  
FREDERICK, MD 21703

Title Order No.: 12090045

LOAN #: [REDACTED]

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

STATE OF FLORIDA

COUNTY OF ~~POLK~~ PASCO SAR CAR

This Manufactured Home Affidavit of Affixation is made this 29TH day of NOVEMBER, 2012 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to FIRST GUARANTY MORTGAGE CORPORATION

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New \_\_\_\_\_ Used x Year 1999 Length 30 Width 68

Manufacturer/Make \_\_\_\_\_

Model Name or Model No. Classic III

Serial No. JACFL20923 A&B

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) FLA678208 & FLA678209

Certificate of Title Number \_\_\_\_\_

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Initials: SAR CAR  
GMAARDU 1201



OR BK 8793 PG 1832  
10 of 15

LOAN #: [REDACTED]

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":  
  
5906 Vanco Drive, Zephyrhills  
  
PASCO, FL 33542  
  
(Street or Route, City)  
(County) (State, Zip Code)
6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Initials: SAR CMK  
GMANARDU 1201



OR BK 8793 PG 1833  
11 of 15

LOAN #: [REDACTED]

10. The Home is subject to the following security interests (each, a "Security Interest"):

Name of Lienholder \_\_\_\_\_ Name of Lienholder \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Original Principal Amount Secured: \$ \_\_\_\_\_ Original Principal Amount Secured: \$ \_\_\_\_\_

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- ☐ A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
- ☐ B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- ☐ C. The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☐ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Initials: ARCU  
GMANARDU 1201



OR BK **8793** PG **1834**  
12 of 15

LOAN #: [REDACTED]

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

Witness: [Signature] [Signature] 11-29-12  
JANE B. Trimble SCOTT A RHINEBERGER Date

witness: [Signature] [Signature] 11-29-12  
CLAY WHITWORTH Cheryl A Rhineberger Date

UNOFFICIAL  
DOCUMENT

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

SAL [Signature]



OR BK **8793** PG **1835**  
13 of 15

LOAN #: [REDACTED]

STATE OF FLORIDA }  
COUNTY OF POPK } ss.:  
SAE CAR  
AAEO

On the 29<sup>th</sup> day of November in the year 2012 before me,  
the undersigned, a Notary Public in and for said State, personally appeared SCOTT  
A RHINEBERGER AND Cheryl A Rhineberger

personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual(s) whose name(s) is(are) subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies),  
and that by his/her/their signature(s) on the instrument, the individual(s), or the person  
on behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Signature  
JANE B. Trimble  
Notary Printed Name

Official Seal:



Notary Public; State of  
Qualified in the County of  
My commission expires:

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land  
described herein and is to be filed for record in the records where conveyances of real estate are recorded

Initials: SAE CAR  
GMANARDU 1201

Online Documents, Inc.



OR BK **8793** PG **1836**  
14 of 15

LOAN #: [REDACTED]

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

FIRST GUARANTY MORTGAGE CORPORATION

Lender

Carol Polino

By: Authorized Signature

*Carol Polino*

STATE OF FLORIDA

COUNTY OF ~~polk~~ Hillsborough

SS.:

On the 28<sup>th</sup> day of November in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Carol Polino

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

*Courtney Cremeans*  
Notary Signature

Official Seal:

Courtney Cremeans  
Notary Printed Name



Courtney Cremeans  
COMMISSION # DD976750  
EXPIRES: MAY 08, 2014  
WWW.AARONNOTARY.COM

Notary Public; State of Florida  
Qualified in the County of Hillsborough  
My commission expires: may 8, 2012

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Initials: \_\_\_\_\_





OR BK 8793 PG 1837  
15 of 15

## Exhibit A

Lot 2 - A portion of the West 3/5 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows: For a Point of Reference commence at the Northwest corner of said Section 10; Thence S.89°34'32" E., along the North boundary thereof a distance of 403.05 feet to the Northeast corner of the West 3/5 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence S.00°31'29" W., along the East boundary of said West 3/5, a distance of 25.00 feet to the South Right-of-Way line of Geiger Road; thence N. 89°34'32" W., along said Right-of-Way line, a distance of 140.00 feet; thence S.00°31'29" W., a distance of 319.69 feet for a Point of Beginning; thence S. 89°37'48" E., a distance of 140.00 feet to a point on the East boundary of the West 3/5 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence S. 00°31'29" W., along said East boundary, a distance of 319.56 feet to the Southeast corner of the West 3/5 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence N. 89°37'48" W., along said South boundary a distance of 140.00 feet; thence N. 00°31'29" E. a distance of 319.56 feet to the Point of Beginning. SUBJECT TO a utility easement over and across the West 10.00 feet of the South 187.50 feet thereof. TOGETHER WITH AND ALSO BEING SUBJECT TO an easement for ingress-egress and utilities over and across the following described land; for a Point of Reference commence at the Northwest corner of said Section 10; thence S. 89°34'32" E., along the North boundary thereof, a distance of 403.05 feet to the Northeast corner of the West 3/5 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence S. 00°31'29" W., along the East boundary of said West 3/5, a distance of 25.00 feet to the South Right-of-Way line of Geiger Road; thence N. 89°34'32" W., along said Right-of-Way line, a distance of 120.00 feet for a Point of Beginning; thence S. 00°31'29" W., a distance of 411.72 feet; thence S. 89°37'48" E., a distance of 30.00 feet; thence S. 00°31'29" W., a distance of 40.00 feet; thence N. 89°37'48" W., a distance of 100.00 feet; thence N. 00°31'29" E., a distance of 40.00 feet; thence S. 89°37'48" E., a distance of 30.00 feet; thence N. 00°31'29" E., a distance of 411.76 to a point on the South Right-of-Way line of Geiger Road; thence S. 89°34'32" E., along said Right-of-Way line, a distance of 40.00 feet to the Point of Beginning. The above described parcel being known as Lot 2; VANCO SUBDIVISION, as recorded in Official Records Book 4057, Pages 279 through 290, of the Public Records of Pasco County, Florida. Together with a doublewide manufactured home ID # JACFL20923A and JACFL20923B.

Parcel Identification Number: 10-26-21-0000-01300-0020

SAR CAM

# EXHIBIT “C” TO COMPLAINT

**UNOFFICIAL  
DOCUMENT**



**Rept: 1893438**    **Rec: 61.00**  
**DS: 46.90**    **IT: 26.66**  
**09/07/2017 K. R. M., Dpty Clerk**

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
**09/07/2017 03:19pm 1 of 7**  
**OR BK 9602 PG 708**

**R**

**After Recording Return To:**  
 RUTH RUHL, P.C.  
 Attn: Recording Department  
 12700 Park Central Drive, Suite 850  
 Dallas, Texas 75251

**This Document Prepared By:**  
 Ruth Ruhl, Esquire  
 12700 Park Central Drive, Suite 850  
 Dallas, Texas 75251

\_\_\_\_\_ [Space Above This Line For Recording Data]  
 Loan No.: \_\_\_\_\_

FHA Case No.: \_\_\_\_\_

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

This Loan Modification Agreement ("Agreement"), made this    25th    day of    July, 2017    ,  
 between Scott Rhineberger    ("Borrower")

whose address is 5906 VANCO DR, ZEPHYRHILLS, Florida 33542  
 and First Guaranty Mortgage Corporation by Fay Servicing, LLC, its attorney- in-fact

whose address is 440 S. LaSalle St. Suite 2000, Chicago, Illinois 60605    ("Lender"),  
 amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
 November 29th, 2012, recorded December 4th, 2012    , and recorded in Book/Liber 8793    , Page 1823    ,  
 Instrument No. 2012206174    , of the    Records of Pasco    County, Florida    ,  
 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  
 5906 VANCO DR, ZEPHYRHILLS, Florida 33542    ,

**"The portion of the Unpaid Principal Balance which is subject to documentary stamp and intangible  
 tax is \$13,327.97."**

OR BK 9602 PG 709  
2 of 7

Loan No.: [REDACTED]

the real property described being set forth as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 August 1st, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 80,990.97, 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 4.375 %, from July 1st, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$ 404.38, beginning on the 1st day of August, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.375 % will remain in effect until principal and interest are paid in full. If on July 1st, 2047, (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, the 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 specified date 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.

OR BK 9602 PG 710  
3 of 7

Loan No.: [REDACTED]

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. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations 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.

7. 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

OR BK 9602 PG 711  
4 of 7

Loan No.: [REDACTED]

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 Borrower any Funds held by Lender.

Loan No.:                       
7-27-17  
Date

Scott Rhineberger (Seal)  
Scott Rhineberger -Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

State of Florida §  
County of Pasco §

The foregoing instrument was acknowledged before me this July 27, 2017 [date],  
by Scott Rhineberger

who is personally known to me or who has produced Florida drivers license [name of person acknowledging],  
[type of identification] as identification.



Julie Leach  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF223821  
Expires 4/23/2019

Julie Leach  
Signature of Person Taking Acknowledgment

Julie Leach  
Name Typed, Printed or Stamped

\_\_\_\_\_  
Notary Public  
Title or Rank

FF 223821  
Serial Number, if any

OR BK 9602 PG 713  
6 of 7

Loan No.: [REDACTED]

First Guaranty Mortgage Corporation  
by Fay Servicing, LLC, its attorney-in-fact - Lender  
fact

8/3/17

-Date

By: [Signature]

Its: Manager, Mod Processing

(Corporate Seal)

LENDER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

The foregoing instrument was acknowledged before me this August 3, 2017 [date],  
by Brian Gallagher, Manager Mod Processing [name of officer or agent],  
[title of officer or agents] of First Guaranty Mortgage Corporation by Fay Servicing, LLC, its attorney-in-fact

He/She is personally known to me or has produced [type of identification] as identification. [Signature], on behalf of said entity.



[Signature]  
Signature of Person Taking Acknowledgment

Maelvi Terrazas

Name Typed, Printed or Stamped

Notary Public  
Title or Rank

Serial Number, if any



## Exhibit "A"

### Legal Description

LOT 2 - A PORTION OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 89°34'32" E., ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 403.05 FEET TO THE NORTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00°31'29" W., ALONG THE EAST BOUNDARY OF SAID WEST 3/5, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE N. 89°34'32" W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET; THENCE S. 00°31'29" W., A DISTANCE OF 319.69 FEET FOR A POINT OF BEGINNING; THENCE S. 89°37'48" E., A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00°31'29" W., ALONG SAID EAST BOUNDARY, A DISTANCE OF 319.56 FEET TO THE SOUTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE N. 89°37'48" W., ALONG SAID SOUTH BOUNDARY A DISTANCE OF 140.00 FEET; THENCE N. 00°31'29" E. A DISTANCE OF 319.56 FEET TO THE POINT OF BEGINNING. SUBJECT TO A UTILITY EASEMENT OVER AND ACROSS THE WEST 10.00 FEET OF THE SOUTH 187.50 FEET THEREOF. TOGETHER WITH AND ALSO BEING SUBJECT TO AN EASEMENT FOR INGRESS-EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 89°34'32" E., ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 403.05 FEET TO THE NORTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00°31'29" W., ALONG THE EAST BOUNDARY OF SAID WEST 3/5, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE N. 89°34'32" W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET FOR A POINT OF BEGINNING; THENCE S. 00°31'29" W., A DISTANCE OF 411.72 FEET; THENCE S. 89°37'48" E., A DISTANCE OF 30.00 FEET; THENCE S. 00°31'29" W., A DISTANCE OF 40.00 FEET; THENCE N. 89°37'48" W., A DISTANCE OF 100.00 FEET; THENCE N. 00°31'29" E., A DISTANCE OF 40.00 FEET; THENCE S. 89°37'48" E., A DISTANCE OF 30.00 FEET; THENCE N. 00°31'29" E., A DISTANCE OF 411.76 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE S. 89°34'32" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING KNOWN AS LOT 2: VANCO SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS BOOK 4057, PAGES 279 THROUGH 290, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. TOGETHER WITH A DOUBLEWIDE MANUFACTURED HOME ID # JACFL20923A AND JACFL20923B.

Tax ID #: 10-26-21-0000-01300-0020

This Document Prepared By:  
BRANDY MANGALINDAN  
CARRINGTON MORTGAGE SERVICES, LLC  
CARRINGTON DOCUMENT SERVICES  
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A  
ANAHEIM, CA 92806  
1-866-874-5860

When Recorded Mail To:  
CARRINGTON MORTGAGE SERVICES, LLC  
C/O LOSS MITIGATION POST CLOSING DEPARTMENT  
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A  
ANAHEIM, CA 92806

Tax/Parcel #: 10-26-21-0000-01300-0020

[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$67,663.00      FHA/VA/RHS Case No: \_\_\_\_\_  
Unpaid Principal Amount: \$73,812.37      \_\_\_\_\_  
New Principal Amount: \$72,476.42      Loan No: \_\_\_\_\_  
New Money (Cap): \$0.00

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 20TH day of MARCH, 2025, between SCOTT A RHINEBERGER AND, CHERYL A RHINEBERGER, BOTH DIVORCED ("Borrower"), whose address is 5906 VANCO DRIVE, ZEPHYRHILLS, FLORIDA 33542 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated NOVEMBER 29, 2012 and recorded on DECEMBER 4, 2012 in BOOK 8793 PAGE 1823, PASCO COUNTY, FLORIDA, and (2) the Note, in the original principal amount of U.S. \$67,663.00, 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 5906 VANCO DRIVE, ZEPHYRHILLS, FLORIDA 33542



the real property described is located in **PASCO County, FLORIDA** and being set forth as follows:

**LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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, **MAY 1, 2025** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$72,476.42**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the principal sum of \$22,143.71.**
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 **7.1250%**, from **MAY 1, 2025**. The yearly rate of **7.1250%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$670.40**, beginning on the **1ST** day of **JUNE, 2025**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$456.99**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$213.41**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. If on **MAY 1, 2065** (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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Mortgage/Deed of Trust Subordinate Mortgage/Deed of Trust. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Mortgage/Deed of Trust Subordinate Mortgage/Deed of Trust, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Mortgage/Deed of Trust Subordinate Mortgage/Deed of Trust.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.
9. This Mortgage Modification is given in connection with the modification of an obligation secured by an existing mortgage, recorded in Official Records BOOK 8793 PAGE 1823, Public Records of PASCO County, Florida from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. Pursuant to Section 199.145(4)(b), Florida Statutes, additional nonrecurring intangible tax is due on the amount of the obligation that exceeds the original mortgage principal balance. The original mortgage principal balance was \$67,663.00. The principal balance of the new obligation secured by this Mortgage Modification is U.S. \$72,476.42, which amount represents, as of the modification, the excess of the unpaid principal balance of the original obligation, plus accrued but unpaid interest.



In Witness Whereof, I have executed this Agreement.

Scott A Rhineberger  
Borrower: SCOTT A RHINEBERGER

4-7-25  
Date

Cheryl A Rhineberger  
Borrower: CHERYL A RHINEBERGER \*signing solely to acknowledge this Agreement, but not to incur any  
personal liability for the debt

4-7-25  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF Pasco

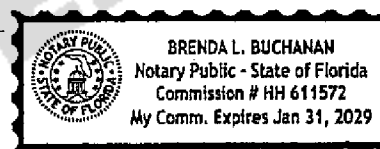
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
notarization, this 7th day of April, 2025 (year), by SCOTT A  
RHINEBERGER, CHERYL A RHINEBERGER (name of person acknowledging).

Brenda L. Buchanan  
(Signature of Notary Public - State of Florida)

Brenda L. Buchanan  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced ID



In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC**

**APR 17 2025**

By Vanessa Garnica, Manager, Loss Mitigation  
Carrington Mortgage Services, LLC

(print name)  
(title)

Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

(Seal)

**SEE  
ATTACHED**



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

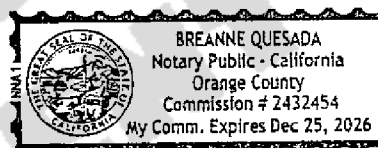
On 4-17-2025 before me, BREANNE QUESADA NOTARY PUBLIC,

(Here insert name and title of the officer)

personally appeared VANESSA GARNICA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature BREANNE QUESADA

(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OrderID-454175

## EXHIBIT A

**BORROWER(S): SCOTT A RHINEBERGER AND, CHERYL A RHINEBERGER, BOTH  
DIVORCED**

**LOAN NUMBER:** [REDACTED]

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the CITY OF ZEPHYRHILLS, COUNTY OF PASCO, STATE OF FLORIDA, and described as follows:

LOT 2 - A PORTION OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 89 DEGREES 34 MINUTES 32 SECONDS E, ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 403.05 FEET TO THE NORTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., ALONG THE EAST BOUNDARY OF SAID WEST 3/5, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE N. 89 DEGREES 34 MINUTES 32 SECONDS W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., A DISTANCE OF 319.69 FEET FOR A POINT OF BEGINNING; THENCE S. 89 DEGREES 37 MINUTES 48 SECONDS E, A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., ALONG SAID EAST BOUNDARY, A DISTANCE OF 319.56 FEET TO THE SOUTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE N. 89 DEGREES 37 MINUTES 48 SECONDS W., ALONG SAID SOUTH BOUNDARY A DISTANCE OF 140.00 FEET; THENCE N. 00 DEGREES 31 MINUTES 29 SECONDS E A DISTANCE OF 319.56 FEET TO THE POINT OF BEGINNING. SUBJECT TO A UTILITY EASEMENT OVER AND ACROSS THE WEST 10.00 FEET OF THE SOUTH 187.50 FEET THEREOF TOGETHER WITH AND ALSO BEING SUBJECT TO AN EASEMENT FOR INGRESS-EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED LAND; FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 89 DEGREES 34 MINUTES 32 SECONDS E, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 403.05 FEET TO THE NORTHEAST CORNER OF THE WEST 3/5 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., ALONG THE EAST BOUNDARY OF SAID WEST 3/5, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE N. 89 DEGREES 34 MINUTES 32 SECONDS W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET FOR A POINT OF BEGINNING; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., A DISTANCE OF 411.72 FEET; THENCE S. 89 DEGREES 37 MINUTES





48 SECONDS E, A DISTANCE OF 30.00 FEET; THENCE S. 00 DEGREES 31 MINUTES 29 SECONDS W., A DISTANCE OF 40.00 FEET; THENCE N. 89 DEGREES 37 MINUTES 48 SECONDS W., A DISTANCE OF 100.00 FEET; THENCE N. 00 DEGREES 31 MINUTES 29 SECONDS E, A DISTANCE OF 40.00 FEET; THENCE S. 89 DEGREES 37 MINUTES 48 SECONDS E, A DISTANCE OF 30.00 FEET; THENCE N. 00 DEGREES 31 MINUTES 29 SECONDS E, A DISTANCE OF 411.76 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GEIGER ROAD; THENCE S. 89 DEGREES 34 MINUTES 32 SECONDS E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING KNOWN AS LOT 2; VANCO SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS BOOK 4057, PAGES 279 THROUGH 290, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. TOGETHER WITH A DOUBLEWIDE MANUFACTURED HOME ID NUMBER JACFL20923A AND JACFL20923B.

Tax/Parcel No. 10-26-21-0000-01300-0020

ALSO KNOWN AS: 5906 VANCO DRIVE, ZEPHYRHILLS, FLORIDA 33542

