

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

SERVBANK, N.A.

Plaintiff(s),

CASE NO.:

vs.

**JUAN ZAMBRANO CASTRO; EINAR Y PEREZ;
FAIRWAY OAKS HOMEOWNERS' ASSOCIATION, INC.;
GOODLEAP, LLC; THE UNKNOWN SPOUSE OF EINAR
Y PEREZ; THE UNKNOWN SPOUSE OF JUAN
ZAMBRANO CASTRO; THE UNKNOWN TENANT IN
POSSESSION,**

Defendant(s).

/

VERIFIED COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW the Plaintiff, SERVBANK, N.A., by and through the undersigned legal counsel, and sues Defendants, JUAN ZAMBRANO CASTRO, EINAR Y PEREZ, THE UNKNOWN SPOUSE OF EINAR Y PEREZ, THE UNKNOWN SPOUSE OF JUAN ZAMBRANO CASTRO, FAIRWAY OAKS HOMEOWNERS' ASSOCIATION, INC., GOODLEAP, LLC, THE UNKNOWN TENANT IN POSSESSION, and as grounds therefore, states:

1. This is an action to foreclose a mortgage on real property located in Pasco County, Florida. Plaintiff is holder of the note secured by the Mortgage. The Plaintiff is registered in the State of Florida or is otherwise authorized to do business in the State of Florida.

2. On or about August 13, 2021, JUAN ZAMBRANO CASTRO and EINAR Y PEREZ executed and delivered a note in the original principal amount of \$346,750.00 in favor of Homeowners Financial Group USA, LLC. On or about August 13, 2021, JUAN ZAMBRANO CASTRO and EINAR Y PEREZ executed and delivered a Mortgage securing payment of the Note in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR HOMEOWNERS FINANCIAL GROUP USA, LLC which was secured by real property described in the

mortgage, together with all existing and future improvements, fixtures and structures. The property is described as follows:

LOT 346, FAIRWAY OAKS UNIT SIX, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 30, PAGE(S) 107 THROUGH 110, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

3. The mortgage was recorded August 18, 2021, in Official Records Book 10418, Page 90 of the Public Records of Pasco County, Florida. A copy of the note and mortgage are attached hereto and made a part hereof as Composite Exhibit "A."

4. Plaintiff has performed its obligations as required by the note and mortgage described above and there has been a default under the terms of the note and mortgage due to a failure to make the payment due on December 1, 2024, and all subsequent payments. Plaintiff provided the appropriate Notice of Default and Right to Cure as required by the mortgage, if any, prior to initiating this action. A copy of the Notice of Default and Right to Cure is attached hereto as Exhibit "B."

5. Plaintiff declares the full amount payable under the note and mortgage to be due.

6. Plaintiff has performed all conditions precedent to bring this action as required by law and the terms of the note and mortgage.

7. There is owed the principal sum of \$324,415.15, plus interest from November 1, 2024, plus any and all late fees, unpaid property taxes, force-placed insurance, unpaid legal fees and costs, and other related loan items.

8. JUAN ZAMBRANO CASTRO and EINAR Y PEREZ owns the subject property, but any interest so claimed is inferior to that of the Plaintiff's.

9. THE UNKNOWN SPOUSE OF JUAN ZAMBRANO CASTRO may claim an interest in the subject property by virtue of marriage to JUAN ZAMBRANO CASTRO and occupancy of the subject property, but any interest so claimed is inferior to that of Plaintiff.

10. THE UNKNOWN SPOUSE OF EINAR Y PEREZ may claim an interest in the subject property by virtue of marriage to EINAR Y PEREZ and occupancy of the subject property, but any

interest so claimed is inferior to that of Plaintiff.

11. FAIRWAY OAKS HOMEOWNERS' ASSOCIATION, INC. may claim an interest in the subject property by virtue of any unpaid condominium or association fees and dues, but any interest so claimed is inferior to that of Plaintiff.

12. GOODLEAP, LLC may claim an interest in the subject property by virtue of that certain UCC Financing Statement dated January 7, 2022, and recorded on January 7, 2022, in Official Records Book 10519, Page 1924, of the Public Records of Pasco County, Florida, but any interest so claimed is inferior to that of Plaintiff. A copy of the referenced UCC Financing Statement is attached hereto as Exhibit "C."

13. THE UNKNOWN TENANT IN POSSESSION may claim an interest in the subject property by virtue of occupancy or possession of the subject property, but any interest so claimed is inferior to that of Plaintiff.

14. Plaintiff has been required to expend sums for a title search to ascertain the proper parties to this action and additional costs have been or may be incurred and will be due and owing at the time of the final judgment.

15. Plaintiff has retained the services of Padgett Law Group, to represent it in this matter and is obligated to pay it a reasonable fee for its services.

WHEREFORE, Plaintiff respectfully requests:

1. That this Court enter a judgment foreclosing the Defendants' interest in the property made the subject of the mortgage;
2. That this Court award Plaintiff its costs and attorneys' fees in connection with this action as provided by the mortgage;

3. That this Court award to Plaintiff such additional relief as it may deem proper.

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

VERIFICATION OF COMPLAINT

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

Date: 11/04/2025

By: 
Name: Beth Moser
Title: Vice President
SERVBANK, N.A., Plaintiff

Respectfully submitted this 5th day of Nov, 2025.

Molly Carey

PADGETT LAW GROUP
MOLLY CAREY
Florida Bar # 0100184
6267 Old Water Oak Road, Suite 203
Tallahassee, FL 32312
(850) 422-2520 (telephone)
(850) 422-2567 (facsimile)
attorney@padgettlawgroup.com
Molly Carey
Attorney for Plaintiff

Pursuant to the Fla. R. Jud. Admin. 2.516, the above signed counsel for Plaintiff designates attorney@padgettlaw.net as its primary e-mail address for service, in the above styled matter, of all pleadings and documents required to be served on the parties.

COMPOSITE EXHIBIT "A"

NOTE

► August 13, 2021
[Date]

Scottsdale,
[City]

Arizona
[State]

14538 Pimberton Dr, Hudson, FL 34667
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$346,750.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Homeowners Financial Group USA, LLC, an Arizona Limited Liability Company.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.375 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on October 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2051, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 16427 N. Scottsdale Road Suite 145
Scottsdale, AZ 85254

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,532.97.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. DOCUMENTARY TAX

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

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

EINAR Y PEREZ

(Seal)

JUAN ZAMBRANO CASTRO

(Seal)

Lender: Homeowners Financial Group USA, LLC

NMLS ID: [REDACTED]

Loan Originator: Christian Rodriguez

NMLS ID: [REDACTED]

[Sign Original Only]

**UNOFFICIAL
DOCUMENT**

PAY TO THE ORDER OF

WITHOUT RE COURSE
HOMEOWNERS FINANCIAL GROUP USA, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

BY: *JONNY OBLINGER - POST CLOSING*

When recorded, return to:
Homeowners Financial Group C/O DocProbe
Attn: Final Document Department
1820 Swarthmore Avenue
P.O. Box 2133
Lakewood, NJ 08701

This document was prepared by:
Homeowners Financial Group USA, LLC
16427 N. Scottsdale Road Suite 145
Scottsdale, AZ 85254

[Space Above This Line for Recording Data]

MORTGAGE

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **August 13, 2021**, together with all Riders to this document.

(B) "Borrower" is **EINARY PEREZ, AN UNMARRIED MAN, AND JUAN ZAMBRANO CASTRO, AN UNMARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **Homeowners Financial Group USA, LLC.**

Lender is **an Arizona Limited Liability Company**, organized and existing under the laws of **Arizona**.
Lender's address is **16427 N. Scottsdale Road Suite 145, Scottsdale, AZ 85254**

(E) "Note" means the promissory note signed by Borrower and dated **August 13, 2021**. The Note states that Borrower owes Lender **THREE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100******* plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2051**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 25-24-16-0100-00000-3460**

which currently has the address of 14538 Pimberton Dr, Hudson,

Florida 34667

("Property Address"):

[Street] [City]

[Zip Code]

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.

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay

to Lender any such amount, Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance

coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereeto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

[REDACTED]

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

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

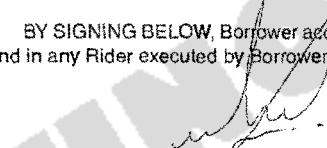
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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



EINAR Y PEREZ

[REDACTED]

08-13-2022 (Seal)
DATE



JUAN ZAMBRANO CASTRO

[REDACTED]

08-13-2022 (Seal)
DATE

Witnesses:
Signed, sealed and delivered in the presence of:

Hilda Prince

Hilda Prince

Printed Name

Asbel Rodriguez

Asbel Rodriguez

Printed Name

State of FLORIDA

County of PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of August, 2021 by EINAR Y PEREZ AND JUAN ZAMBRANO CASTRO, who is/are personally known to me or who has/have produced Driver's license as identification.

Hilda Prince

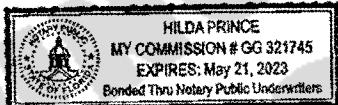
Signature

Hilda Prince

Printed Name

Title or Rank

Serial Number (if any)



Lender: Homeowners Financial Group USA, LLC
NMLS ID: [REDACTED]
Loan Originator: Christian Rodriguez
NMLS ID: [REDACTED]

Exhibit "A"

Lot 346, Fairway Oaks Unit Six, according to the map or plat thereof, recorded in Plat Book 30,
Page(s) 107through 110, Public Records of Pasco County, Florida.

**UNOFFICIAL
DOCUMENT**

[REDACTED]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of August, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Homeowners Financial Group USA, LLC, an Arizona Limited Liability Company**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **14538 Pimberton Dr, Hudson, FL 34667.**

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration"). The Property is a part of a planned unit development known as **Fairway Oaks**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

[REDACTED]

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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


MARLENE PEREZ

03-13-2021 (Seal)
DATE


JUAN ZAMBRANO CASTRO

03-13-2021 (Seal)
DATE



For Return Mail Only:
P.O. BOX 1298
SOUTH WINDSOR, CT 06074-7298

EXHIBIT "B"

Date: June 24, 2025

Loan Number: [REDACTED]

Property Address:

14538 Pimberton Dr
Hudson FL 34667

----- manifest line -----

Einar Y Perez
Juan Zambrano Castro
14538 Pimberton Dr
Hudson FL 34667

Resources

Message Center:
myloan.servbank.com/MSG

Correspondence:
Attn: Care Center
3138 E. Elwood St
Phoenix, AZ 85034

Hours:
Mon - Fri: 8am - 9pm ET
Sat: 8am - 12pm ET

Phone:
866.867.0330

AMOUNT DUE AS OF THE DATE OF THIS LETTER: \$18,364.77
CURRENT FIRST PRINCIPAL BALANCE: \$324,415.15

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTE ES UN AVISO MUY IMPORTANTE. SI NO ENTIENDE SU CONTENIDO, OBTENGA UNA TRADUCCION AHORA MISMO. SI USTED NO RESPONDE DENTRO DE TREINTA (30) DIAS PUEDE SER QUE TENGA QUE MUDARSE DE LA CASA O APARTAMENTO EN DONDE VIVE.

You are hereby notified that the above captioned loan is in default. You have breached the terms of the mortgage/deed of trust securing your loan by failing to make the monthly payments due December 01, 2024 through June 24, 2025.

As of the date of this letter, the amount necessary to bring your mortgage current and reinstate your loan is \$18,364.77. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If another monthly payment becomes due before the date shown below, you will need to add that payment amount to the amount due listed above in order to reinstate this loan. You must pay this amount by money order, cashier's check, or certified funds. Payment must be received by Servbank at the address listed below no later than the expiration date of July 31, 2025. Please call 866.867.0330 to obtain further information about payment amounts and options.

First Class Mail:
Servbank
P.O. Box 650094
Dallas, TX 75265-0094

Overnight Mail:
Servbank
3138 E. Elwood St
Phoenix, AZ 85034

The acceptance of any partial payments by Servbank does not constitute a waiver of rights and Servbank reserves all of its rights against the borrower notwithstanding the application of the partial payment to the loan.

Failure to cure the default on or before the expiration date specified above may result in acceleration of the sums secured by the mortgage or deed of trust and result in a foreclosure sale of the property. Please be advised that you could lose your home unless the loan is brought current. *Should you not cure this default by the expiration date listed above you have the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of the default or any other defense to acceleration and sale. *If the property is sold at foreclosure and the proceeds from the sale are not enough to satisfy the total sums due and owing, you may be held responsible for the deficiency.

To get an updated payment amount please call 866.867.0330.



Servbank, sb
3138 E. Elwood St
Phoenix, AZ 85034

NMLS: [REDACTED]

866.867.0330

v2.6

rev.07/01/2023

I of 2

Member
FDIC

There may be an alternative to foreclosure of your delinquent loan if your financial situation is caused by circumstances beyond your control such as divorce, death of a family member, unemployment, serious or chronic illness, temporary or permanent reduction in income or natural disaster. Please call Servbank at 866.867.0330 and ask about loss mitigation options or visit Servbank website at myloan.servbank.com and obtain the loss mitigation application online. For additional educational resources, you may also visit Fannie Mae's consumer website at fanniemae.com.

Sincerely,

Servbank

Resolutionist Team

Important Notices and Disclosures

Important Notice Regarding Partial Payments Insufficient to Cure the Default: Your Mortgage Servicer may, in its sole discretion, accept partial payments made on your mortgage loan after the issuance of this Breach Letter. Any partial payments received will be applied to your mortgage loan in accordance with your loan documents. Any partial payments made which are insufficient to cure the payment default will not serve to reinstate your mortgage loan and the property will still be subject to foreclosure absent full reinstatement. By accepting a partial payment that is insufficient to cure the default, Your Mortgage Servicer does not constitute a waiver of the demand, a waiver of the default, or any other rights of the lender or servicer of your mortgage loan under the loan documents, including the right to pursue foreclosure.

UNOFFICIAL
DOCUMENT



Servbank, sb
3138 E. Elwood St
Phoenix, AZ 85034

NMLS [REDACTED]

866.867.0330

v2.6

rev.07/01/2023

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Member
FDIC

Notice: This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Credit Reporting Notice: We will continue to report the delinquency status and payment history of your mortgage as well as your entry into a forbearance plan to credit reporting agencies, which may be made available to prospective creditors, in accordance with applicable law. **CREDIT REPORTING AGENCIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. HOWEVER, A FORECLOSURE WOULD HAVE A MORE NEGATIVE IMPACT TO YOUR CREDIT SCORE.**

Bankruptcy Notice: If you have an active bankruptcy or you have received a bankruptcy discharge regarding your mortgage loan, we are sending this for informational purposes only and are not attempting to collect a debt against you personally. However, we reserve all rights to collect all amounts due to us from any collateral and from any non-discharged borrower.

Important Servicemember Protections: You may be entitled to certain legal rights and protections if you or any owner of your home are or recently were on active duty or active service as a federal or state military servicemember, or if you're a dependent of such a servicemember. For more information, please contact our Customer Care Center. You may also call (800) 342-9647 for further assistance or visit www.militaryonesource.mil. Servicemembers and dependents with questions about the Servicemembers Civil Relief Act should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>.

Get Help Today! Experts from HUD-approved housing counseling agencies work in your best interest at no cost to you:

- For more information about available programs and guidance on your options, call (888) 995-HOPE (4673). Call 24 hours a day, 7 days a week, 365 days a year for help in more than 170 languages. Dial 711 for hearing impaired.
- For foreclosure prevention counseling, contact a HUD-approved housing counseling agency in a city near you by visiting www.hud.gov/findacounselor or by calling (800) 569-4287.
- For borrowers who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TYY), you can call the toll-free Federal Information Relay Service at (800) 877-8339.

Notice of Error and Information Requests: You have certain rights under Federal law related to resolving account errors and requesting information about your account. If you think there is an error with your mortgage loan account or if you wish to request information about your mortgage loan, you may write to us at the following address:

Servbank, Attn: Qualified Written Request, 3138 E. Elwood Street, Phoenix, AZ 85034

Please include the following information: Your full name, account number, mailing address, and a brief description of the error you believe has occurred with your mortgage loan; or the account information you are requesting. Your correspondence will be reviewed and a response will be provided within thirty (30) business days of receipt.

Notice Regarding Equal Credit: The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. If you believe there has been discrimination in handling your application, contact:

Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance,
Federal Deposit Insurance Corporation, 1100 Walnut Street, Box #11, Kansas City, MO 64106

Miscellaneous Disclosures - v.6.3 - rev.05.12.2025

Notificación: Esta comunicación es de un cobrador de deudas intentando cobrar una deuda. Cualquier información obtenida se utilizará con ese propósito. Pudiéramos denunciar información sobre su cuenta a agencias crediticias. Pagos atrasados, falta de pagos, u otros impagos en su cuenta se pueden reflejar en su informe crediticio.

Notificación de Denuncia Crediticia: La denuncia a las agencias crediticias del estado de morosidad y el historial de pagos ademas de cualquier plazo de gracia acordado, la misma estará a la disposición de futuros acreedores, en cumplimiento de leyes aplicables. **LAS AGENCIAS CREDITICIAS GENERALMENTE CONSIDERAN LA ACEPTACION DE UN PLAN DE PAGOS REDUCIDOS UN MAYOR RIESGO CREDITICIO, SIN EMBARGO, UN JUICIO HIPOTECARIO IMPACTARÍA NEGATIVAMENTE AUN MAS SU CAPACIDAD CREDITICIA.**

Notificación de Quiebra: Si está en proceso de quiebra o a recibido una liberación de deudas referente a su préstamo hipotecario, se le envía esto solo con propósitos informativos y no es intencionado para cobrar deudas en contra suya. Sin embargo reservamos el derecho de cobrar todo lo adeudado de cualquier colateral, y prestatario que no haya recibido una liberación de deuda.

Protecciones Importantes para Miembros del Servicio Militar: Pudiera tener ciertos derechos legales y protecciones si usted u otro dueño de su casa están o recientemente estuvieron en servicio activo o en servicio o militar estatal o federal, o si usted depende de dichos miembros. Para mas información por favor comuníquese con nuestro Centro de Atención al Cliente. También puede llamar al (800) 342-9647 para mas ayuda o visite www.militaryonesource.mil. Miembros del Servicio Militar y dependientes con dudas sobre la Ley de Asistencia Civil a Miembros del Servicio Militar deben comunicarse con su Abogado Militar o el Agente de Ayuda Legal de sus instalaciones. Un localizador de oficinas de asistencia legal militar para todas las ramas de las Fuerzas Armadas está disponible en <https://legalassistance.law.af.mil>.

!Reciba Ayuda Hoy! Expertos en agencias de orientación de vivienda aprobados por HUD trabajan por usted sin costo:

- Para mas información sobre programas y guía en opciones, llame al (888) 995-HOPE (4673). Llame las 24 horas, 7 días por semana, 365 días al año para ayuda en mas de 170 idiomas. Con déficits auditivos marque 711.
- Para orientación en la prevención de juicios hipotecarios comuníquese con una agencia de orientación de vivienda aprobado por HUD en una ciudad cercana al visitar www.hud.gov/findacounselor o al llamar al (800) 569-4287.
- Para prestatarios que necesitan un Dispositivo de Telecomunicación para Sordos (siglas en Ingles TDD) o Texto Telefónico (TYY), llamar al numero gratuito del Servicio de Federal de Transmisión de Información al (800) 877-8339.

Notificación de Error y Solicitudes de Información: Usted posee ciertos derechos por ley Federal relacionados a la resolución de errores y la solicitud de información en su cuenta. Si usted cree que existe un error en su cuenta de préstamo hipotecario o desea información sobre su préstamo, puede escribirnos a la dirección a continuación:

Servbank, Attn: Qualified Written Request, 3138 E. Elwood Street, Phoenix, AZ 85034

Por favor incluya la siguiente información: Su nombre completo, número de cuenta, domicilio de entrega, y una breve descripción del error que cree haber ocurrido con su préstamo hipotecario; o la información de cuenta que solicita. Se repasará su correspondencia y se proveerá una respuesta dentro de treinta (30) días laborales de haberla recibido.

Notificación Referente a Igualdad Crediticia: La Ley de Igualdad de Oportunidad Crediticia prohíbe al acreedor discriminar a solicitantes por su raza, color, origen nacionalidad, sexo, estado marital, edad (con tal que el solicitante posee la capacidad de vincularse en un contrato); porque todo o parte de sus ingresos se derivan de programas de asistencia social; o porque el solicitante haya en buena fe ejercido alguno de sus derechos según la Ley de Protección al Consumidor. Si usted cree que hubo discriminación en el trámite de su aplicación comunicarse con:

Division of Depositor and Consumer Protection, National Center for Consumer and Depositor Assistance,
Federal Deposit Insurance Corporation, 1100 Walnut Street, Box #11, Kansas City, MO 64106

Miscellaneous Disclosures - v.6.3 - rev.05.12.2025

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address filings@goodleapsupport.com

C. SEND ACKNOWLEDGEMENT TO:

Name GoodLeap, LLC

Address

PO Box # 981440

Address

City/State/Zip El Paso, TX 79998- 1440

VR

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME

1.b INDIVIDUAL'S SURNAME Perez	FIRST PERSONAL NAME Einar	ADDITIONAL NAME(S)/INITIAL(S) Yam	SUFFIX
1.c MAILING ADDRESS Line One 14538 Pimberton Dr	This space not available.		
MAILING ADDRESS Line Two	CITY HUDSON	STATE FL	POSTAL CODE 34667-8020 COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME

2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2.c MAILING ADDRESS Line One	This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME

GoodLeap, LLC

3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3.c MAILING ADDRESS Line One 8781 Sierra College Boulevard	This space not available.		
MAILING ADDRESS Line Two	CITY Roseville	STATE CA	POSTAL CODE 95746 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the debtor's right, title and interest in the Photovoltaic Solar Energy Equipment or Energy Storage/Battery Equipment (If any), including but not limited to rooftop solar panels, solar roofing materials, wall mounted batteries, stand alone batteries, inverters, cables and wires, support brackets, roof mounted or ground mounted racking systems, related equipment, and additions or replacements of the same. In addition, the security interest includes all warranties issued with respect to the referenced collateral.

5. ALTERNATE DESIGNATION (if applicable)

<input type="checkbox"/>	LESSEE/LESSOR	<input type="checkbox"/>	CONSIGNEE/CONSIGNOR	<input type="checkbox"/>	BAILEE/BAILOR
<input type="checkbox"/>	AG LIEN	<input type="checkbox"/>	NON-UCC FILING	<input type="checkbox"/>	SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
Perez	Einar	Yam	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME			
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10.c MAILING ADDRESS Line One	This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE
			COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME			
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11.c MAILING ADDRESS Line One	This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE
			COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or
 as-extracted collateral, or is filed as a fixture filing.

15. Additional collateral description:

13. Description of real estate:

Address: 14538 Pimberton Dr, HUDSON, FL, 34667-8020

County: PASCO

APN: 2524160100000003460

Legal Description: FAIRWAY OAKS UNIT SIX PB
30 PGS 107-110 LOT 346

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Einar Yam Perez

16. Check only if applicable and check only one box.

Collateral is Held in Trust
 Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years