

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA  
CIVIL ACTION

WELLS FARGO BANK, N.A.,  
Plaintiff,

vs.

CASE NO.:  
DIVISION:

OLESTER GORDON; JULIA A GORDON; THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER, OR AGAINST MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; CHERYL ANN GORDON A/K/A CHERYL A GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; OLESTER GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; BARRY KEITH GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; RAYMOND BERNARD GORDON A/K/A RAYMOND GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; ISSAC BERNARD GORDON A/K/A ISSAC B GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNIVERSITY OF FLORIDA FACULTY GROUP PRACTICE; STATE OF FLORIDA - DEPARTMENT OF REVENUE; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession  
Defendant(s).

VERIFIED IN REM COMPLAINT TO FORECLOSE MORTGAGE

Plaintiff, WELLS FARGO BANK, N.A. sues the Defendant(s) OLESTER GORDON, JULIA A GORDON, THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER, OR AGAINST MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, CHERYL ANN GORDON A/K/A CHERYL A GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, OLESTER GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, BARRY KEITH GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, RAYMOND BERNARD GORDON  
062-FL-V1

A/K/A RAYMOND GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED, ISSAC BERNARD GORDON A/K/A ISSAC B GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNIVERSITY OF FLORIDA FACULTY GROUP PRACTICE; STATE OF FLORIDA - DEPARTMENT OF REVENUE; TENANT #1, TENANT #2, TENANT #3 and TENANT #4 and states:

**COUNT I MORTGAGE FORECLOSURE**

1. This is an in rem action to foreclose a mortgage on real property located in ALACHUA County, Florida, and by reason thereof the venue for this matter is in ALACHUA County, Florida.

2. Borrower(s) MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, and OLESTER GORDON, executed and delivered a Promissory Note ("Note") dated September 12, 1998 in the original principal amount of \$48,800.00. Securing payment of the Note, OLESTER GORDON, MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED, and JULIA A GORDON executed and delivered a Mortgage ("Mortgage") dated September 12, 1998. The Mortgage was recorded on October 7, 1998, in the Official Records Book 2195, Page 984, of the Public Records of ALACHUA County, Florida, and mortgaged the property described in the Mortgage. Copies of the Note and Mortgage are attached hereto.

3. The subject Note has been inadvertently lost, misplaced or destroyed. Wells Fargo Bank, N.A. has not pledged, assigned, transferred, hypothecated or otherwise disposed of the Note. A copy of the Lost Note Affidavit is attached hereto and incorporated by reference.

4. OLESTER GORDON, and JULIA A GORDON is/are the current owner(s) of the real property which is the subject of the Mortgage.

5. The Mortgage is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagee or the mortgagee's predecessors in interest.

6. A default exists under the Note and Mortgage as a result of the amounts due under the Note and Mortgage in that the payment due for December 17, 2007, and all subsequent payments have not been made

7. All conditions precedent to the acceleration of the Note and Mortgage and the filing of the instant foreclosure complaint have been performed, have occurred, or have been waived.

8. Plaintiff declares the full amount payable under the Note and Mortgage to be due.

9. Plaintiff is due the sum of \$45,243.66, in principal under the Note and Mortgage, plus interest from November 17, 2007 together with all sums that may be due for taxes, insurance, escrow advances, and expenses and costs of suit including but not limited to filing fees, recording fees, title search and examination fees, fees due for service of process and such other costs authorized by the loan documents, by law, and as may be allowed by the Court.

10. Plaintiff is obligated to pay plaintiff's attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys' fees under the Note and Mortgage.

11. THE UNKNOWN HEIRS, DEVISEES, GRANTEEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER, OR AGAINST MATTIE LEE GORDON A/K/A MATTIE L. GORDON, DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon, or may otherwise claim an interest in the Property.

12. CHERYL ANN GORDON A/K/A CHERYL A GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon who obtained title through that certain Warranty Deed recorded in the Official Records Book 1827, Page 1740, on September 19, 1991; or may otherwise claim an interest in the Property.

13. OLESTER GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon who obtained title through that certain Warranty Deed recorded in the Official Records Book 1827, Page 1740, on September 19, 1991; or may otherwise claim an interest in the Property.

14. BARRY KEITH GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon who obtained title through that certain Warranty Deed recorded in the Official Records Book 1827, Page 1740, on September 19, 1991; or may otherwise claim an interest in the Property.

15. RAYMOND BERNARD GORDON A/K/A RAYMOND GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon who obtained title through that certain Warranty Deed recorded, in the Official Records Book 1827, Page 1740, on September 19, 1991; or may otherwise claim an interest in the Property.

16. ISSAC BERNARD GORDON A/K/A ISSAC B GORDON, AS AN HEIR OF THE ESTATE OF MATTIE LEE GORDON A/K/A MATTIE L. GORDON , DECEASED may have or claim an interest in the Property that is subject to this foreclosure action by virtue of the death of Mattie Lee Gordon a/k/a Mattie L. Gordon who obtained title through that certain Warranty Deed recorded, in the Official Records Book 1827, Page 1740, on September 19, 1991; or may otherwise claim an interest in the Property.

17. UNIVERSITY OF FLORIDA FACULTY GROUP PRACTICE may have or claim an interest in the Property that is subject to this foreclosure action by virtue of a Final Judgment recorded in the Official Records Book 3388, Page 1255, on June 6, 2006 or may otherwise claim an interest in the Property.

18. STATE OF FLORIDA - DEPARTMENT OF REVENUE may have or claim an interest in the Property that is subject to this foreclosure action by virtue of a Certificate of Delinquency recorded in the Official Records Book 3848, Page 1419, on December 30, 2008 or may otherwise claim an interest in the Property. A copy of the aforementioned Certificate of Delinquency is attached and incorporated herein as an exhibit.

19. TENANT #1, TENANT #2, TENANT #3 and TENANT #4 may have or claim an interest in the Property that is subject to this foreclosure action. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

## **COUNT II**

### **RE-ESTABLISHMENT OF LOST NOTE**

20. This is an action to re establish a lost Note.

21. Plaintiff incorporates by reference the allegations previously pled as if fully set forth herein including without limitation those contained in the Lost Note Affidavit that is attached hereto.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment: (a) foreclosing the Mortgage; (b) re-establishing the note, (c) enumerating all amounts this Court determines due to Plaintiff pursuant to said Note and Mortgage, (d) ordering the Clerk of the Court to sell the subject property to satisfy the amount due Plaintiff, in whole or part; and (e) adjudging that the right, title and interest of any party claiming by, through, under or against any Defendant named herein be deemed inferior and subordinate to the Plaintiff's Mortgage lien and forever be barred and foreclosed, and (f) retaining jurisdiction of this Court in this action to make any and all further orders and judgments as necessary and proper, including but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or

homeowners association, issuance of writ of possession (g) awarding Plaintiff its attorney fees, costs, interest, advances; and (h) for such other and further relief as this Court deems just and proper.

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

WELLS FARGO BANK, N.A.

BY: 

Printed Name: Andrea Mahungu

As the:

Vice President Loan Documentation

Date:

11/10/15

Respectfully submitted,

This 17 day of November 2015

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

Brock & Scott, PLLC  
P.O. Box 25018  
Tampa, Florida 33622-5018  
(813) 251-4766  
(954) 618-6954 Fax  
FLCourtDocs@brockandscott.com

By: 

☒ Maria Kwak  
Florida Bar No. 107362  
☐ Justin Swosinski  
Florida Bar No. 96533

WELLSLPS – CONV – F15004435

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

032-FL-V5  
F15004435-M000100

27882508

**\*27882508\***

**LOST NOTE AFFIDAVIT**

PERSONALLY appeared before me, Omar Yusuf Qanyare (the "Affiant"), who, upon being duly sworn, states on his/her oath, under penalty of perjury as follows:

1. Affiant is a Vice President Loan Documentation employed by **WELLS FARGO BANK, N.A.** ("Wells Fargo"), Servicer.
2. I am authorized to make this Affidavit on behalf of **WELLS FARGO BANK, N.A.** In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in Wells Fargo's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise stated, I have acquired personal knowledge of all facts set forth in this affidavit by examining these business records.
3. **OLESTER GORDON AND MATTIE LEE GORDON** executed and delivered to **EQUITABLE MORTGAGE CORP. OF ORLANDO** a certain Note dated **SEPTEMBER 12, 1998** in the original principal amount of **\$48,800.00** with an original interest rate of **13.590%**. The Note was secured by a security instrument executed by **OLESTER GORDON, MATTIE LEE GORDON AND JULIA A. GORDON**, the record owner of the property located at **310 N.E. 8TH AVE., HAWTHORNE, FLORIDA 32640**, dated **SEPTEMBER 12, 1998**, and recorded on **OCTOBER 07, 1998** in **ALACHUA COUNTY, FLORIDA**, in **BOOK 2195 AND PAGE 984 AND DOCUMENT ID 1566475**.
4. The subject Note has been inadvertently lost, misplaced or destroyed. Affiant states that based on a review of Wells Fargo's business records, **WELLS FARGO BANK, N.A.** has not pledged, assigned, transferred, hypothecated or otherwise disposed of the Note.
5. The Note was endorsed as follows:

i. **EQUITABLE MORTGAGE CORP. OF ORLANDO ENDORSED  
THE NOTE TO TMS MORTGAGE INC., A NEW JERSEY  
CORPORATION**

ii. **TMS MORTGAGE, INC. ENDORSED THE NOTE IN BLANK**

6. To support **WELLS FARGO BANK, N.A.**'s right to enforce the lost Note, attached hereto and incorporated herein by reference is a copy of the lost Note with all known endorsements and/or allonges, if any, and a copy of the security instrument with all known recorded assignments, if any.

7. Wells Fargo has made a diligent and extensive search of its records in a good faith effort to discover the lost Note in accordance with its procedures for locating the lost Note, without success.

a. The following areas were searched for the lost Note:

- i. Reviewed origination and/or collateral file
- ii. Checked internal Wells Fargo vault
- iii. Checked with Custodian
- iv. Checked box storage records
- v. Check with current and/or prior attorney

8. Wells Fargo hereby agrees to indemnify and hold harmless **OLESTER GORDON AND MATTIE LEE GORDON** against loss or damage, including principal, interest, and attorneys' fees and costs, which may result by reason of a third party presenting the Note and validly enforcing the same against **OLESTER GORDON AND MATTIE LEE GORDON**, following judgment in this matter and before the running of the statute of limitations for enforcement of the Note.



FURTHER AFFIANT SAYETH NAUGHT.

WELLS FARGO BANK, N.A.

Sign: *Omar Yusuf Qanyare*

Name: Omar Yusuf Qanyare

Company: WELLS FARGO BANK, N.A.

Title: Vice President Loan Documentation

Date: 8-21-14

State of Minnesota )  
County of Dakota )

Sworn and subscribed to before me this 21 day of August, 2014.

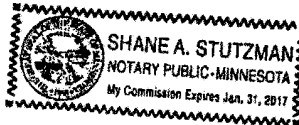
*Shane Stutzman* (Signature)

(Stamp or Seal)

Name Shane A. Stutzman

Notary Public

My Commission expires: 1-31-17



**NOTE**

Loan No.:

September 12, 1998  
(Date)Hawthorne  
(City)Florida  
(State)310 N.E. 8TH AVE., Hawthorne, FL 32640  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$48,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Equitable Mortgage Corp. of Orlando

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 13.590 %.

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 payments every month.

I will make my monthly payments on the 17th day of each month beginning on October 17, 1998. 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 owe under this Note. My monthly payments will be applied to interest before principal. If, on September 17, 2028, 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 Equitable Mortgage Corp. of Orlando, 113 WEST AVENUE, TAMPA, FL 33601 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. \$ 562.42

**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. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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.

If I make a full prepayment within three years of the date of my loan, I agree to pay the Note Holder a prepayment fee. The prepayment fee I will pay shall be an amount equal to: (i) three percent (3%) of the unpaid principal balance of my loan if prepaid during the first year of my loan, (ii) two percent (2%) of the unpaid principal balance of my loan if prepaid during the second year of my loan, (iii) one percent (1%) of the unpaid principal balance of my loan if prepaid during the third year of my loan. I will not be obligated to pay any prepayment fee if I make a full prepayment at any time after the third anniversary of the date of my loan. In no event will such a charge be made if it violates state or federal law.

**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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 delivered or mailed to me.



INITIALS MB INITIALS MB INITIALS MB  
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WFLB-PACU1 0596

(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 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 these conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by 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. The state documentary tax due on this Note has been paid and the proper stamps have been affixed to the mortgage securing this indebtedness.

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

Chester Gordon (Seal)  
CHESTER GORDON

Mattie Lee Gordon (Seal)  
MATTIE LEE GORDON

SSN:

SSN:

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

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

SSN:

SSN:

(Sign Original Only)

ALLONGE TO NOTE

LOAN #

This ALLONGE TO NOTE is to this certain Note dated September 12, 1998, executed by  
OLESTER GORDON and MARTIE LEE GORDON

in the amount of 48,800.00, in favor of Equitable Mortgage Corp. of Orlando  
as payee. This ALLONGE is affixed and becomes a permanent part of said Note.

PAY TO THE ORDER OF:

TMS MORTGAGE INC.  
A NEW JERSEY CORPORATION

WITHOUT RECOURSE THIS

\_\_\_\_ DAY OF \_\_\_\_\_

Equitable Mortgage Corp. of Orlando

BY: Beth Miller  
Beth Miller  
is Vice President

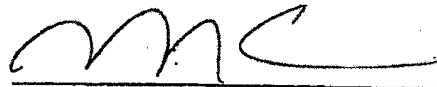
**Allonge**

OLESTER GORDON  
310 N.E. 8TH AVENUE  
HAWTHORNE, FL 32640  
09/12/1998 - \$48,800.00

Pay to the Order of :

without recourse,  
TMS Mortgage, Inc.

BY :



Michele Curtis Assistant Vice President

Please Return To:  
Equitable Mortgage Corp. of Orlando

113 REED AVENUE  
Lexington, SC 29072  
Attn: Beth Miller

REWORK Closing Services  
451-A Ashley Park Ct #401  
Orlando, FL 32835

Prepared by or under the supervision of  
William H. Peirson, 4400 Alpha Road, Dallas,  
TX 75244.

I HEREBY CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL DOCUMENT.  
BY: CLERK COUNTY CLERK  
JULIE B. BROWN, JR.  
ALACHUA COUNTY, FL  
Date 10/07/1998 11:24  
Document ID 1366475  
Book/Page 2195/ 984

MTAX 170.80  
ITAX 97.60

(Space Above This Line For Recording Data)

### MORTGAGE

Loan No.:

THIS MORTGAGE ("Security Instrument") is given on September 12, 1998  
The mortgagor is CHESTER GORDON AND JULIA A. GORDON, HIS WIFE AND MATTIE LEE GORDON, A  
MARRIED WOMAN

whose address is 310 N.E. 8TH AVE., Hawthorne, FL 32640  
("Borrower"). This Security Instrument is given to Equitable Mortgage Corp. of Orlando

which is organized and existing under the laws of The State of South Carolina, and whose  
address is 113 REED AVENUE, Lexington, SC 29072

forty eight thousand eight hundred and NO/1000ths ("Lender"). Borrower owes Lender the principal sum of  
Dollars (U.S. \$ 48,800.00 ). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
September 17, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the  
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,  
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants  
and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in Alachua County, Florida:

LOT 17, LAKE BREEZE ESTATES, according to plat thereof, as recorded in Plat  
Book "F", Page 96, Public Records of Alachua County, Florida

which has the address of 310 N.E. 8TH AVE., Hawthorne  
Florida 32640 ("Property Address");

(Street, City)

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

BORROWER COVENANTS that Borrower is lawfully seised 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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.

Initials

C. H. Miller

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges and Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the 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.

Initials

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7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

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

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

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



17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. 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.

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

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

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

Initials

*C.H.*  
*m/s*

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

Olester Gordon (Seal)  
OLESTER GORDON (Borrower)

David James Vanderbilt  
David James Vanderbilt

Mattie Lee Gordon (Seal)  
MATTIE LEE GORDON (Borrower)

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

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

STATE OF FLORIDA, Orange County as:

The foregoing instrument was acknowledged before me this 12 day of September 1998 by OLESTER GORDON and MATTIE LEE GORDON

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

Notary Public



David James Vanderbilt  
MY COMMISSION # 00591911 EXPIRES  
October 9, 2000  
BONDED THIRD TRUST FARM INSURANCE, INC.

09/15/98 16:35

NO.833 P002/007

OR Book2195 Page989

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

*Jenny Allegre*  
*Serry Allegre*  
*David James Vanderbilt*

\_\_\_\_\_  
CLESTER GORDON (Seal)  
(Borrower)

\_\_\_\_\_  
MAITIE LEE GORDON (Seal)  
(Borrower)

*Julia A. Gordon*  
\_\_\_\_\_  
JULIA A. GORDON (Seal)  
(Borrower)

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

STATE OF FLORIDA, Orange County ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
by CLESTER GORDON and MAITIE LEE GORDON

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

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA, Alachua COUNTY ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
by JULIA A. GORDON, who is personally known to me, or has produced a drivers license  
as identification.

*David James Vanderbilt*  
\_\_\_\_\_  
Notary Public



David James Vanderbilt  
MY COMMISSION # CCS9191 EXPIRES  
October 9, 2000  
BOND GUARANTEE INSURANCE, INC.

**LOST NOTE AFFIDAVIT**

PERSONALLY appeared before me, Omar Yusuf Qanyare (the "Affiant"), who, upon being duly sworn, states on his/her oath, under penalty of perjury as follows:

1. Affiant is a Vice President Loan Documentation employed by **WELLS FARGO BANK, N.A.** ("Wells Fargo"), Servicer.

2. I am authorized to make this Affidavit on behalf of **WELLS FARGO BANK, N.A.** In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in Wells Fargo's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise stated, I have acquired personal knowledge of all facts set forth in this affidavit by examining these business records.

3. **OLESTER GORDON AND MATTIE LEE GORDON** executed and delivered to **EQUITABLE MORTGAGE CORP. OF ORLANDO** a certain Note dated **SEPTEMBER 12, 1998** in the original principal amount of **\$48,800.00** with an original interest rate of **13.590%**. The Note was secured by a security instrument executed by **OLESTER GORDON, MATTIE LEE GORDON AND JULIA A. GORDON**, the record owner of the property located at **310 N.E. 8TH AVE., HAWTHORNE, FLORIDA 32640**, dated **SEPTEMBER 12, 1998**, and recorded on **OCTOBER 07, 1998** in **ALACHUA COUNTY, FLORIDA**, in **BOOK 2195 AND PAGE 984 AND DOCUMENT ID 1566475**.

4. The subject Note has been inadvertently lost, misplaced or destroyed. Affiant states that based on a review of Wells Fargo's business records, **WELLS FARGO BANK, N.A.** has not pledged, assigned, transferred, hypothecated or otherwise disposed of the Note.

5. The Note was endorsed as follows:

**i. EQUITABLE MORTGAGE CORP. OF ORLANDO ENDORSED  
THE NOTE TO TMS MORTGAGE INC., A NEW JERSEY  
CORPORATION**

**ii. TMS MORTGAGE, INC. ENDORSED THE NOTE IN BLANK**

6. To support **WELLS FARGO BANK, N.A.**'s right to enforce the lost Note, attached hereto and incorporated herein by reference is a copy of the lost Note with all known endorsements and/or allonges, if any, and a copy of the security instrument with all known recorded assignments, if any.

7. Wells Fargo has made a diligent and extensive search of its records in a good faith effort to discover the lost Note in accordance with its procedures for locating the lost Note, without success.

a. The following areas were searched for the lost Note:

- i. Reviewed origination and/or collateral file
- ii. Checked internal Wells Fargo vault
- iii. Checked with Custodian
- iv. Checked box storage records
- v. Check with current and/or prior attorney

8. Wells Fargo hereby agrees to indemnify and hold harmless **OLESTER GORDON AND MATTIE LEE GORDON** against loss or damage, including principal, interest, and attorneys' fees and costs, which may result by reason of a third party presenting the Note and validly enforcing the same against **OLESTER GORDON AND MATTIE LEE GORDON**, following judgment in this matter and before the running of the statute of limitations for enforcement of the Note.

FURTHER AFFIANT SAYETH NAUGHT.

WELLS FARGO BANK N.A.

Sign: *Omar Yusuf Qanyare*

Name: Omar Yusuf Qanyare

Company: WELLS FARGO BANK, N.A.

Title: Vice President Loan Documentation

Date: 8-21-14

State of Minnesota )  
County of Dakota )

Sworn and subscribed to before me this 21 day of August, 2014.

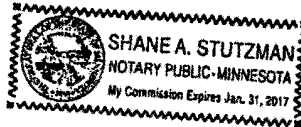
*Shane Stutzman* (Signature)

(Stamp or Seal)

Name Shane A. Stutzman

Notary Public

My Commission expires: 1-31-17



**NOTE**

Loan No.:

September 12, 1998  
(Date)Hawthorne  
(City)Florida  
(State)310 N.E. 8TH AVE., Hawthorne, FL 32640  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$48,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Equitable Mortgage Corp. of Orlando

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 13.590 %.

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 payments every month.

I will make my monthly payments on the 17th day of each month beginning on October 17, 1998. 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 owe under this Note. My monthly payments will be applied to interest before principal. If, on September 17, 2028, 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 Equitable Mortgage Corp. of Orlando, 113 8820 AVENUE, LANTANA, FL 33462 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. \$ 562.42

**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. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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.

If I make a full prepayment within three years of the date of my loan, I agree to pay the Note Holder a prepayment fee. The prepayment fee I will pay shall be an amount equal to: (i) three percent (3%) of the unpaid principal balance of my loan if prepaid during the first year of my loan, (ii) two percent (2%) of the unpaid principal balance of my loan if prepaid during the second year of my loan, (iii) one percent (1%) of the unpaid principal balance of my loan if prepaid during the third year of my loan. I will not be obligated to pay any prepayment fee if I make a full prepayment at any time after the third anniversary of the date of my loan. In no event will such a charge be made if it violates state or federal law.

**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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 delivered or mailed to me.



INITIALS MB INITIALS MB INITIALS MB

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FVRLP48/1 6594

(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 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 these conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by 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. The state documentary tax due on this Note has been paid and the proper stamps have been affixed to the mortgage securing this indebtedness.

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

Chester Gordon (Seal)  
CHESTER GORDON

SSN:

Mattie Lee Gordon (Seal)  
MATTIE LEE GORDON

SSN:

\_\_\_\_ (Seal)  
\_\_\_\_

SSN:

\_\_\_\_ (Seal)  
\_\_\_\_

SSN:

(Sign Original Only)



ALLONGE TO NOTE

LOAN #

This ALLONGE TO NOTE is to that certain Note dated September 12, 1998, executed by  
CLESTER GORDON and MATTHEE LEE GORDON

in the amount of 48,800.00, in favor of Equitable Mortgage Corp. of Orlando

as payee. This ALLONGE is affixed and becomes a permanent part of said Note.

PAY TO THE ORDER OF:

TMS MORTGAGE INC.  
A NEW JERSEY CORPORATION

WITHOUT RECOURSE THIS

\_\_\_\_ DAY OF \_\_\_\_\_

Equitable Mortgage Corp. of Orlando

BY: Beth Miller  
Beth Miller  
h. Vice President

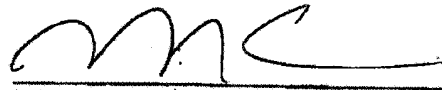
**Allonge**

OLESTER GORDON  
310 N.E. 8TH AVENUE  
HAWTHORNE, FL 32640  
09/12/1998 - \$48,800.00

Pay to the Order of :

without recourse,  
TMS Mortgage, Inc.

BY :



Michele Curtis Assistant Vice President

Ronald R Wolfe & Associates, P.L.  
ATTORNEYS AT LAW  
4919 MEMORIAL HIGHWAY  
SUITE 200  
TAMPA, FLORIDA 33634

Please reply to:  
Post Office Box 25018  
Tampa, FL 33622-5018

Telephone (813) 251-4766  
Telefax (813) 251-1541

September 28, 2015

OLESTER GORDON  
1300 SE STATE ROAD 21  
MELROSE, FL 32666-5307

Re:

Loan Number: \*\*\*\*\*  
Mortgage Servicer: WELLS FARGO BANK, N.A.  
Creditor to whom  
the debt is owed: WELLS FARGO BANK, N.A.  
Property Address: 22435 SE 61ST AVENUE, HAWTHORNE, FL 32640  
Our File No.: F15004435

Dear Borrower:

The law firm of Ronald R Wolfe & Associates, P.L. (the "**Firm**") has been retained to initiate an *in rem* foreclosure action on behalf of WELLS FARGO BANK, N.A. with regards to its interests in the Promissory Note and Mortgage executed by OLESTER GORDON on September 12, 1998, (collectively, the "**Loan Documents**"). Pursuant to the terms of the Loan Documents, our client has previously sent you a notice advising you of the existence of an event of default in your obligations under the Loan Documents and the actions required to cure the same, and based upon the information from our client, the default has not yet been cured.

This correspondence is being sent to comply with the Fair Debt Collection Practices Act. This correspondence is not a payoff quote or a demand for payment or money from you, and should not be interpreted or construed as a payoff letter or a demand for payment from you by the Firm. Pursuant to 15 U.S.C. § 1692g(a) we write to inform you that, as of the date of this letter, the amount of the debt is \$117,400.27 which includes the unpaid principal balance, accrued interest through today, late charges, and other default-related costs recoverable under the terms of the Loan Documents. Additional interest will accrue after the date of this letter. Our client may make advances and incur fees and expenses after the date of this letter which are recoverable under the terms of the Loan Documents. Unless you notify the Firm within thirty (30) days after your receipt of this letter that the validity of this debt, or any portion thereof, is disputed, the Firm will assume that the debt is valid. If you do notify the Firm in writing within thirty (30) days after receipt of this letter that the debt, or any portion thereof, is disputed, the Firm will obtain verification of the debt or a copy of the judgment against you, if any, and mail it to you. Also, upon your written request within thirty (30) days after your receipt of this letter, the Firm will provide you with the name and address of the original creditor, if different from the current creditor. All written requests should be addressed to Maria Kwak, Ronald R. Wolfe & Associates, P.L., P.O. Box 25018, Tampa, Florida 33622-5018.

The Firm is in the process of filing an *in rem* complaint against the above referenced property to foreclose our client's Mortgage. The information contained in this letter is being provided to you pursuant to the Fair Debt Collection Practices Act. It does not affect your dealings with the Court, and in particular, it does not change the time at which you must answer the complaint. The Summons is a command from the Court, not from the Firm, and you must follow its instructions even if you dispute the validity or amount of the debt. Failure to dispute the validity or amount of the debt, or any portion thereof, cannot be construed by any court as an admission of liability by you. The information contained in this letter does not affect the Firm's relations with the Court. The Firm may file papers in the suit according to the Court's rules and the judge's instructions.

The Firm has been retained to foreclose a mortgage. It has not been retained to seek a personal money judgment against you. If you previously received a discharge in a bankruptcy involving the Loan Documents and did not sign a reaffirmation agreement, then please be advised that the Firm's client may pursue its rights under the Mortgage to foreclose, and will not attempt to collect a debt from you personally.

If you have questions regarding this letter, please do not hesitate to contact the Firm.

Sincerely,

Ronald R Wolfe & Associates, P.L.

#### **NOTICE**

**Ronald R. Wolfe & Associates, P.L. may be deemed a debt collector pursuant to the Fair Debt Collection Practices Act. Pursuant to that Act, this is notice that the Firm is attempting to collect a debt, and information obtained may be used for that purpose.**

Dec 30, 2008 04:32 PM  
BOOK 3848 PAGE 1419  
J. K. "BUDDY" IRBY  
Clerk Of Circuit Court  
Alachua County, Florida  
CLERK3 Receipt # 394828

FEE: \$0.00



2475157

1 PG

IN THE CIRCUIT COURT OF FLORIDA  
EIGHTH JUDICIAL CIRCUIT, IN AND  
FOR ALACHUA COUNTY, CIVIL ACTION

CASE NO.: 94-0004392-CA JD/DIV:  
UCN: 01 1994 DR 004392 CAXX OO

GODWIN, VERNIE D.  
3870 PEBBLE BROOKE CIR  
ORANGE PARK, FL 32065  
Petitioner.

vs.

GORDON, RAYMOND B.  
409 NE 11TH STREET 7  
GAINESVILLE, FL 32601  
Respondent.

JUDGMENT/CERTIFICATE OF DELINQUENCY

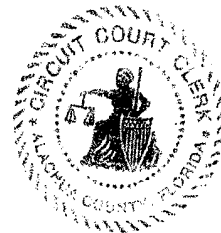
The undersigned, being the duly authorized local depository for court-ordered support payments pursuant to F.S. 61.181, in Alachua County, certifies that GORDON, RAYMOND B. has failed to pay into the depository the court-ordered support payment mandated by the current Support Order in this cause. As of this date, the total support arrearage is \$503.78 balance at terms, not including any costs or fees. Statutory interest automatically accrues on all past due support pursuant to F.S.55.03.

I further certify that GORDON, RAYMOND B. was issued a Notice of Delinquency on 12/02/2008, and 30 or more days have elapsed since the referenced delinquent payment was due. Pursuant to F.S. 61.14 this Certificate is a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated December 30, 2008.

J.K. "BUDDY" IRBY, CLERK OF THE CIRCUIT COURT

By: Julie McPhail, Deputy Clerk



J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 30th day of Dec 2008.  
J.K. "Buddy" Irby, Clerk of the Circuit & County Court  
By: Julie McPhail  
Deputy Clerk