

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL
CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

NEWREZ LLC D/B/A SHELLPOINT
MORTGAGE SERVICING,

Plaintiff,

vs.

CASE NO.:

16-2024-CA-001792-AXXX-MA DIV: FC-E

TORRANCE D. GARY; UNKNOWN SPOUSE OF TORRANCE D. GARY; GREENLAND COVE HOMEOWNERS ASSOCIATION, INC.; UNITED STATES OF AMERICA; UNKNOWN TENANT IN POSSESSION #1; UNKNOWN TENANT IN POSSESSION #2, and ALL OTHER UNKNOWN PARTIES, including, if a named Defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming, by, through, under or against that Defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal status is unknown, claiming under any of the above named or described Defendants,

Defendant(s).

VERIFIED COMPLAINT

Plaintiff, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING by and through undersigned counsel, hereby sues Defendants, TORRANCE D. GARY; UNKNOWN SPOUSE OF TORRANCE D. GARY; GREENLAND COVE HOMEOWNERS ASSOCIATION, INC.; UNITED STATES OF AMERICA; UNKNOWN TENANT IN POSSESSION #1; UNKNOWN TENANT IN POSSESSION #2, and ALL OTHER UNKNOWN PARTIES, including, if a named Defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming, by, through, under or against that Defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal status is unknown, claiming under any of the above named or described Defendants, and alleges:

COUNT I - FORECLOSURE

1. This is an action to foreclose a mortgage on real property located in Duval County, Florida (hereinafter "subject-property"). All conditions precedent to filing of this action

have been performed or have occurred. See Certification as to Original Note attached hereto as Exhibit "1".

2. The subject-property is owned by TORRANCE D. GARY.
3. Defendant(s), UNKNOWN TENANT(S) IN POSSESSION, Occupants, 11906 Fitchwood Circle, Jacksonville, FL 32258, may claim some interest in the subject property by virtue of their possession or occupancy of the same; however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's mortgage.
4. In addition to all other named Defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustee, successors in interest or other parties claiming an interest in the subject property by, through or against any of said defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as Defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interests of Plaintiff.
5. On February 15, 2019, Defendant(s), TORRANCE D. GARY, executed and delivered a promissory note and Defendants(s), TORRANCE D. GARY, executed and delivered a mortgage securing payment of the note to Mortgage Electronic Registration Systems, Inc. solely as nominee for Caliber Home Loans, Inc. The mortgage was recorded on February 25, 2019, in Official Records Book 18699 at Page 1621, of the public records of Duval County, Florida, and mortgaged the property described in the mortgage then owned by and in possession of the mortgagor(s). (A copy of the mortgage and a copy of the note being attached hereto as Exhibits "A" and "B.")
6. The loan was subsequently modified pursuant to the Loan Modification Agreement, which is attached hereto as Exhibit 'C'.
7. Plaintiff is the Holder of the Original Note.
8. The legal description of the property being foreclosed is as follows:
LOT 7, OF GREENLAND COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 17 THROUGH 22, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
9. There is a default under the note, mortgage, and loan modification(s) by failing to pay the payment due November 01, 2023, and all subsequent payments.
10. Plaintiff declares the full amount payable under the note, mortgage, and loan modification(s) to be due.

11. There is now due and owing the principal sum of **\$388,649.65** accruing interest pursuant to the terms of the aforementioned loan documents and plus interest from October 01, 2023 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 as may be allowed by the Court. Said indebtedness has been accelerated pursuant to the terms of the subject note, mortgage, and loan modification(s).
12. Defendant, GREENLAND COVE HOMEOWNERS ASSOCIATION, INC., may claim some right, title, and interest in and to the real property that is the subject matter of this foreclosure proceeding by virtue of its Association Documents and/or bylaws and also by virtue of that certain Claim of Lien recorded on February 26, 2024, in Official Records Book 20960 at Page 0505, of the Public Records of Duval County, Florida. Any right, title or interest in and to said real property is junior, subordinate, and inferior to the lien of Plaintiff's mortgage (Exhibit "D").
13. Defendant, UNITED STATES OF AMERICA, may claim some right, title, and interest in and to the real property that is the subject matter of this foreclosure proceeding by virtue of that certain Federal Tax Lien recorded on January 06, 2015, in Official Records Book 17026 at Page 1692, that certain Mortgage recorded on September 13, 2022, in Official Records Book 20432 at Page 1874, and also by virtue of that certain Mortgage recorded on September 19, 2023, in Official Records Book 20813 at Page 0680, of the Public Records of Duval County, Florida. Any right, title, or interest in and to said real property is junior, subordinate, and inferior to the lien of Plaintiff's mortgage (Exhibit "E").
14. Defendant, UNKNOWN SPOUSE OF TORRANCE D. GARY, may have a legal and/or equitable interest in the subject property by virtue of the Florida Constitution and the governing Florida Statutes regarding Homestead Rights or as a title holder; but any such right, title, or interest in and to said real property is junior, subordinate, and inferior to the lien of Plaintiff's mortgage.
15. Plaintiff is obligated to pay its attorneys a reasonable fee for their services and is entitled to recover its attorney's fees pursuant to Florida Statute and the promissory note.

WHEREFORE, Plaintiff, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, demands judgment foreclosing the mortgage, for costs (and, where applicable, for attorneys' fees), and if the proceeds of the sale are insufficient to pay Plaintiff's claim and the borrower(s) has(ve) not been discharged in bankruptcy, a deficiency judgment.

Under penalty 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.

By: Robert Harrell
NEWREZ LLC D/B/A SHELLPOINT
MORTGAGE SERVICING

Name: Robert Harrell
Title: Document Verification Specialist
Date: April 5, 2024

POPKIN & ROSALER, P.A.
Attorney for Plaintiff
1701 West Hillsboro Boulevard, Suite 400
Deerfield Beach, FL 33442
Telephone: (954) 360-9030
Facsimile: (954) 420-5187

Dated: April 5, 2024

By: /S/ BRIAN L. ROSALER
BRIAN L. ROSALER
Florida Bar No.: 0174882
Designated primary email address:
pleadings@popkinrosaler.com



55 Beattie Place, Suite 110
Greenville, SC 29601

Toll Free Phone 1-800-365-7107
Toll Free Fax 1-866-467-1137

Hours of Operation
Monday - Friday 8:00AM - 10:00PM
Saturday 8:00AM - 3:00PM

Last four (4) digits of Loan ID:



Case No:

Borrower Name: TORRANCE D GARY

Property Address: 11906 FITCHWOOD CIR
JACKSONVILLE, FL 32258

Florida Statutes § 702.015 (4) Possession Certificate

- (1) Under penalty of perjury, I, Nikita Thompson, Supervisor for NewRez LLC d/b/a Shellpoint Mortgage Servicing (Shellpoint) give this certification. I am authorized to provide this certification as an employee of Shellpoint.
- (2) NewRez LLC d/b/a Shellpoint Mortgage Servicing is in possession of the original promissory note at issuance of the foreclosure action.
- (3) I personally verified NewRez LLC d/b/a Shellpoint Mortgage Servicing's possession of the original promissory note on 4/3/24 (date) at 10:51am (time).
- (4) At the time of verification, the original promissory note was located at NewRez LLC d/b/a Shellpoint Mortgage Servicing, 75 Beattie Place, Suite 200, Greenville, SC 29601.
- (5) A true and correct copy of the Promissory Note and Allonge(s) (if applicable) is/are attached to this certificate as "Exhibit A".

Signature: 

Printed Name: Nikita Thompson

Title: Supervisor

Date: 04/03/2024

NOTE

FEBRUARY 15, 2019

[Date]

JACKSONVILLE

[City]

FLORIDA

[State]

11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$353,380.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CALIBER HOME LOANS, INC.. 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 5.000%.

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 APRIL 1, 2019. 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 MARCH 1, 2049, 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 P.O. BOX 650856, DALLAS, TX 75265-0856 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. \$1,897.02.

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 4.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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


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

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

11. DOCUMENTARY TAX

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

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

 (Seal)
Borrower - **TORRANCE D GARY**

[Sign Original Only]

Loan Originator Organization: **CALIBER HOME LOANS, INC.**

NMLS ID: **15622**

Loan Originator: **N/A**

NMLS ID: **N/A**

Loan Originator Organization: **FIRST FLORIDA FINANCIAL, INC.**


NMLS ID: **392021**

Loan Originator: **MICHAEL TRACEY**

NMLS ID: **1603345**

Pay to the order of

Without Recourse
Caliber Home Loans, Inc.


Bridgit Smith
Post-Closing Team Lead

[Faint, illegible text covering the upper and middle portions of the page, possibly bleed-through from the reverse side.]

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Record & Return to:
OSBORNE & SHEFFIELD
TITLE SERVICES, LLC
4776 Hodges Blvd, Suite 206
Jacksonville, Florida 32224

2019-0015

Prepared by:
CLORA VERNON
CALIBER HOME LOANS, INC.
1525 S. BELT LINE ROAD
COPPELL, TX 75019

After Recording Return To:
FIRST AMERICAN MORTGAGE
SOLUTIONS ON BEHALF OF
CALIBER HOME LOANS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated **FEBRUARY 15, 2019**, together with all Riders to this document.

(B) **"Borrower"** is **TORRANCE D GARY, 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 **CALIBER HOME LOANS, INC.**. Lender is a **CORPORATION** organized and existing under the laws of **DELAWARE**. Lender's address is **1525 S. BELT LINE ROAD, COPPELL, TX 75019**.

(E) **"Note"** means the promissory note signed by Borrower and dated **FEBRUARY 15, 2019**. The Note states that Borrower owes Lender **THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED EIGHTY AND 00/100THS Dollars (U.S. \$353,380.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 01, 2049**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

FHA FLORIDA MORTGAGE (9/14)
HC# 4824-9312-7204v2
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- ☐ Condominium Rider
 ☐ Growing Equity Rider
 ☐ Adjustable Rate Rider
☒ Planned Unit Development Rider
 ☐ Graduated Payment Rider
 ☐ Non-Owner Occupied Rider
☐ Revocable Trust Rider

(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 (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

FHA FLORIDA MORTGAGE (9/14)

HC# 4824-9312-7204v2

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which currently has the address of **11906 FITCHWOOD CIR**

JACKSONVILLE	, Florida	32258-4507	[Street] ("Property Address"):
[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 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, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and,
- Fifth, to late charges due under the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards 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 determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage loan. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this

Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer. 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.

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

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

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

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

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

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

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

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

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.

Signed, sealed and delivered in the presence of:

C. Cumberland - C. Cumberland
Witness -

PAI - Panagiotis Testing
Witness -

TORRANCE D GARY (Seal)
Borrower -

Please print your post office address

11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of February, 2019 by **TORRANCE D GARY**, who is personally known to me or who has produced Driver's License as identification.

(Seal)



(Signature of person taking acknowledgment)

Panagiota Hastig

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

My Commission Expires: _____

Loan Originator Organization: **CALIBER HOME LOANS, INC.**
NMLS ID: **15622**
Loan Originator: **N/A**
NMLS ID: **N/A**

Loan Originator Organization: **FIRST FLORIDA FINANCIAL, INC.**
NMLS ID: **392021**
Loan Originator: **MICHAEL TRACEY**
NMLS ID: **1603345**

Loan Name: **TORRANCE D GARY, AN UNMARRIED MAN;**
Property Address: **11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507**

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

**SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED
HEREIN**

Exhibit "A"

Lot 7 of GREENLAND COVE, according to the plat thereof as recorded in Plat Book 64,
Pages 17 through 22, of the public records of Duval County, Florida.



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **15TH** day of **FEBRUARY, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **CALIBER HOME LOANS, INC.** ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as

GREENLAND COVE

[Name of Planned Unit Development]

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
- (i) Lender waives the provision in Section 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
 - (ii) Borrower's obligation under Section 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

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

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

 (Seal)
Borrower - TORRANCE D. GARY

Please print your post office address
11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507

NOTE

FEBRUARY 15, 2019

[Date]

JACKSONVILLE

[City]

FLORIDA

[State]

11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$353,380.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CALIBER HOME LOANS, INC.. 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 5.000%.

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 APRIL 1, 2019. 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 MARCH 1, 2049, 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 P.O. BOX 650856, DALLAS, TX 75265-0856 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. \$1,897.02.

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 4.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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


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

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

11. DOCUMENTARY TAX

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

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


Borrower - **TORRANCE D GARY** (Seal)

[Sign Original Only]

Loan Originator Organization: **CALIBER HOME LOANS, INC.**

NMLS ID: **15622**

Loan Originator: **N/A**

NMLS ID: **N/A**

Loan Originator Organization: **FIRST FLORIDA FINANCIAL, INC.**


NMLS ID: **392021**

Loan Originator: **MICHAEL TRACEY**

NMLS ID: **1603345**

Pay to the order of

Without Recourse
Caliber Home Loans, Inc.


Bridgit Smith
Post-Closing Team Lead

[Faint, illegible text covering the upper and middle portions of the page, possibly bleed-through from the reverse side.]

218

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This document prepared by:
Shellpoint Mortgage Servicing
Meredith Prickett
2100 East Elliot Road, Building 94
Tempe, AZ 85284

Tax Parcel ID No.: 158093-7945

[Space Above This Line For Recording Data]

Original Principal Amount \$353,380.00
Unpaid Principal Amount \$362,505.61
New Principal Amount \$388,649.65
Total Cap Amount \$26,144.04
FHA Case #: 0916637580

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **29th** day of **August, 2023**, between **TORRANCE D GARY** ("Borrower") and **NewRez LLC d/b/a Shellpoint Mortgage Servicing** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **February 15, 2019**, in the amount of **\$353,380.00** and recorded on **February 25, 2019** in Book, Volume, or Liber No. **18699**, at Page **1621** (or as Instrument No. **2019043000**), of the **Official** (Name of Records) Records of **DUVAL, FLORIDA** (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258
(Property Address)

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:
• **LOAN MODIFICATION AGREEMENT RIDER**

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

1. As of **November 1, 2023**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$388,649.65**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **7.500%** from **October 1, 2023**. Borrower promises to pay monthly payments of principal and interest of **\$2,557.59** beginning on the **1st** day of **November, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be **October 1, 2063**. Borrower's payment schedule for the modified Loan is as follows:

No. of Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begin Date
480	7.500%	10/01/2023	\$2,557.59	\$1,173.28 May adjust periodically	\$3,730.87 May adjust periodically	11/01/2023

*The escrow payment may be adjusted periodically in accordance with applicable law; Therefore, my total monthly payment may change accordingly.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- a) This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
 - b) As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
 - c) Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
 - d) Borrower will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to the borrower for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and borrower will not be eligible for a modification under the Modification Program.
 - e) If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies borrower against any loss associated with a demand on the Note. Borrower agrees to deliver the Documents within ten (10) days after received by the Lender's written request for such replacement.
 - f) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.



- g) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- h) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- i) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- j) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- k) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

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

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

- 6. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of


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

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

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

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

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.


 Borrower - **TORRANCE D GARY**
 Mailing Address: **11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258**

Date: 9/1/23

ACKNOWLEDGMENT

State of FL

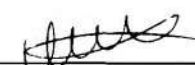
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County of Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 1, 2023 by **TORRANCE D GARY** who is personally known to me or who has produced FL DL, as identification.



(Seal)


 Signature of Person Taking Acknowledgment

Muna Kandah
 Name Typed, Printed or Stamped

Notary Public
 Title or Rank


Serial Number, if any: 114

My Commission Expires: Jul 19, 2026



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE

NewRez LLC d/b/a Shellpoint Mortgage Servicing

By:  SEP 06 2023

 -Lender Date of Lender's Signature
 Sean McElveen, Supervisor

ACKNOWLEDGMENT

State of South Carolina
Greenville

County of _____

SEP 06 2023

The foregoing instrument was acknowledged before me this _____ by
Sean McElveen, Supervisor of NewRez LLC d/b/a
 Shellpoint Mortgage Servicing a Pennsylvania Corporation, on behalf of the Corporation.



(Seal)


 Signature of Person Taking Acknowledgment

Printed Name _____

Title or Rank _____

Serial Number, if any: _____

My Commission Expires: _____

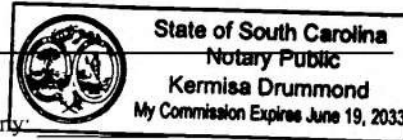


EXHIBIT A

BORROWER(S): TORRANCE D GARY

LOAN NUMBER: [REDACTED]

LEGAL DESCRIPTION:

STATE OF FLORIDA, COUNTY OF DUVAL, AND DESCRIBED AS FOLLOWS:

LOAN NAME: TORRANCE D GARY, AN UNMARRIED MAN; PROPERTY ADDRESS: 11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507 LOT 7 OF GREENLAND COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 17 THROUGH 22, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Tax Parcel ID No.: 158093-7945

ALSO KNOWN AS: 11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258

Loan No. [REDACTED]
Borrowers ("Borrower"): **TORRANCE D GARY**

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this **29th** day of, **August, 2023**, by and between the undersigned borrower (the "Borrower") and **NewRez LLC d/b/a Shellpoint Mortgage Servicing**, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

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

1. Errors and Omissions

("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification and Note Holder may pursue its available remedies.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Borrower - **TORRANCE D GARY**

Date:

9/1/23

Prepared by/return to:
Melissa Murrin, Esq.
Jimerson Birr, P.A.
One Independent Drive, Suite 1400
Jacksonville, FL 32202

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THE LIEN MAY REMAIN VALID FROM THE DATE OF RECORDING.

Claim of Lien

State of Florida
County of Duval

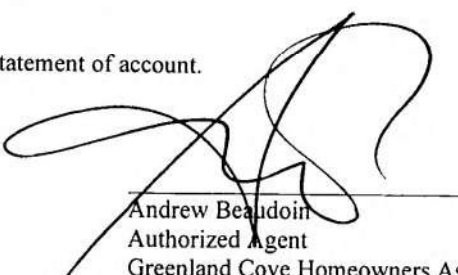
Before me, the undersigned Notary Public, personally appeared **Andrew Beaudoin**, who was duly sworn and says that he is the Authorized Agent of Greenland Cove Homeowners Association, Inc., whose address is 2365 Riverside Ave, Jacksonville, FL 32204; and that the owner of record, **Torrance D. Gary**, has failed to pay \$3,792.04 in assessments and other charges from January 1, 2020 through February 19, 2024, plus attorney's fees, costs, late fees and interest owed to Greenland Cove Homeowners Association, Inc., on the following described real property in Duval County, Florida:

Street Address: 11906 Fitchwood Circle, Jacksonville, FL 32258.

Legal Description:

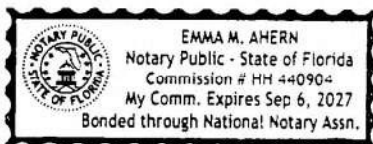
Lot 7 of GREENLAND COVE, according to the plat thereof as recorded in Plat Book 64, Pages 17 through 22, of the public records of Duval County, Florida.


See Exhibit "A" attached hereto for the statement of account.



Andrew Beaudoin
Authorized Agent
Greenland Cove Homeowners Association, Inc.

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February 2024, by **Andrew Beaudoin**, the Authorized Agent of Greenland Cove Homeowners Association, Inc., who is personally known to me or ☐ has produced _____ as identification.





Emma M. Ahern
Notary Public
State of Florida at Large
My Commission expires:

Greenland Cove HOA

2365 Riverside Ave

Jacksonville, FL 32204 US

abeaudoin@plazapropertyservices.com

Statement**TO**

Torrance Gary

11906 Fitchwood Circle

Jacksonville, FL 32258

STATEMENT NO. 1252**DATE 02/13/2024****TOTAL DUE \$3,792.04****ENCLOSED**

DATE	DESCRIPTION	AMOUNT	BALANCE
12/31/2021	Balance Forward		0.00
05/31/2023	Invoice #1008 --- 05/31/2023 Opening Balance = \$3,488.76	3,488.76	3,488.76
06/15/2023	Invoice #1123 --- 06/15/2023 Late fee (at \$25 per month) = \$25.00 --- 06/15/2023 Interest on Past Due Assessments (at 18% per annum) = \$40.11	65.11	3,553.87
07/01/2023	Invoice #1051 --- 07/01/2023 Semi Annual Assessments = \$375.00	375.00	3,928.87
07/31/2023	Invoice #1134 --- 07/31/2023 Late fee (at \$25 per month) = \$25.00 --- 07/31/2023 Interest on Past Due Assessments (at 18% per annum) = \$37.50	62.50	3,991.37
09/08/2023	Payment #101	-400.00	3,591.37
09/18/2023	Invoice #1136 --- 09/18/2023 Returned Check Due to Insufficient Funds - Check #101 = \$400.00 --- 09/18/2023 Returned Check Fee - = \$10.00	410.00	4,001.37
09/25/2023	Payment #6624504870	-100.00	3,901.37
09/25/2023	Payment #6624504869	-400.00	3,501.37
09/25/2023	Invoice #1137 --- 09/25/2023 two gate remotes = \$100.00	100.00	3,601.37
10/30/2023	Invoice #1144	67.50	3,668.87

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	80.67	375.00	67.50	3,268.87	\$3,792.04

Payments received after the 15th of the period are subject to late fees and interest.

DATE	DESCRIPTION	AMOUNT	BALANCE
	--- 10/30/2023 Late fee (at \$25 per month) = \$25.00		
	--- 10/30/2023 Interest on Past Due Assessments (at 18% per annum) = \$42.50		
11/25/2023	Invoice #1145	67.50	3,736.37
	--- 11/15/2023 Late fee (at \$25 per month) = \$25.00		
	--- 11/15/2023 Interest on Past Due Assessments (at 18% per annum) = \$42.50		
12/05/2023	Payment #103	-400.00	3,336.37
01/01/2024	Invoice #1189	375.00	3,711.37
	--- 01/01/2024 Semi Annual Assessments = \$375.00		
01/16/2024	Invoice #1229	80.67	3,792.04
	--- 01/16/2024 Late fee (at \$25 per month) = \$25.00		
	--- 01/16/2024 Interest on Past Due Assessments (at 18% per annum) = \$55.67		

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	80.67	375.00	67.50	3,268.87	\$3,792.04

Payments received after the 15th of the period are subject to late fees and interest.

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners



Statement

To:

Torrance Gary
11906 Fitchwood Circle
Jacksonville, FL 32258

11906 Fitchwood Circle

Please make checks payable to:

Greenland Cove Homeowners
Association
P.O. Box 600033
Jacksonville, FL 32260

		Date	Amount Due
		6/5/2023	\$3,488.76
Date	Transaction	Amount	Balance
12/31/2011	Balance forward		
12/06/2012	PMT #2994.		0.00
12/12/2012	INV #71.	-600.00	-600.00
	--- Gate Remote \$105.00	105.00	-495.00
12/12/2012	PMT #2995.		
01/01/2013	INV #24.	-105.00	-600.00
	--- 2013 Annual Assessment \$600.00	600.00	0.00
01/01/2014	INV #177.		
	--- 2014 Annual Assessment \$650.00	650.00	650.00
01/03/2014	PMT #3027.		
01/01/2015	INV #234.	-650.00	0.00
	--- 2015 Annual Assessment \$700.00	700.00	700.00
01/02/2015	PMT #107.		
01/01/2016	INV #3194.	-700.00	0.00
	--- 2016 Annual Assessment \$700.00	700.00	700.00
01/12/2016	PMT #116.		
12/22/2016	PMT #136.	-700.00	0.00
01/01/2017	INV #3266.	-700.00	-700.00
	--- 2017 Annual Assessment \$700.00	700.00	0.00
01/01/2018	INV #3364.		
	--- 2018 Annual Assessment \$750.00	750.00	750.00
01/12/2018	PMT #160.		
01/01/2019	INV #3496.	-750.00	0.00
	--- 2019 Semi-Annual Assessment \$375.00	375.00	375.00
01/10/2019	PMT #268.		
03/04/2019	CHK #1598.	-750.00	-375.00
07/01/2019	INV #3621.	375.00	0.00
	--- 2019 Semi-Annual Assessment \$375.00	375.00	375.00
07/23/2019	INV #FC 252.		
	Finance Charge	4.07	379.07
	--- Fin Chg \$4.07		
	--- Invoice #3621 for 375.00 on 07/01/2019		
08/22/2019	INV #FC 256.		
	Finance Charge	5.55	384.62
	--- Fin Chg \$5.55		
	--- Invoice #3621 for 375.00 on 07/01/2019		
<p>***A \$25 discount will be applied if entire year is paid by January 15th. Please submit \$725 by January 15th to receive the \$25 discount***</p>			
For questions regarding this account, please email admin@pmpstjohns.com Page 1			Amount Due
			\$3,488.76

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners



Statement

To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

Please make checks payable to:

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P.O. Box 600033
Jacksonville, FL 32260

		Date	Amount Due
		6/5/2023	\$3,488.76
Date	Transaction	Amount	Balance
09/23/2019	INV #FC 259. Finance Charge --- Fin Chg \$5.92	5.92	390.54
09/23/2019	--- Invoice #3621 for 375.00 on 07/01/2019 INV #3639. --- Demand Letter \$35.00	35.00	425.54
10/29/2019	PMT #19-027846300.	-425.54	0.00
01/01/2020	INV #3696. --- 2020 Semi-Annual Assessment \$375.00	375.00	375.00
01/28/2020	INV #FC 267. Finance Charge --- Fin Chg \$4.99	4.99	379.99
02/28/2020	--- Invoice #3696 for 375.00 on 01/01/2020 INV #FC 276. Finance Charge --- Fin Chg \$5.73	5.73	385.72
03/27/2020	--- Invoice #3696 for 375.00 on 01/01/2020 INV #FC 285. Finance Charge --- Fin Chg \$5.18	5.18	390.90
04/28/2020	--- Invoice #3696 for 375.00 on 01/01/2020 INV #FC 294. Finance Charge --- Fin Chg \$5.92	5.92	396.82
05/28/2020	--- Invoice #3696 for 375.00 on 01/01/2020 INV #FC 301. Finance Charge --- Fin Chg \$5.55	5.55	402.37
07/01/2020	--- Invoice #3696 for 375.00 on 01/01/2020 INV #3810. --- 2020 Semi-Annual Assessment \$375.00	375.00	777.37
07/21/2020	INV #FC 306. Finance Charge --- Fin Chg \$13.69	13.69	791.06
<div> <p>2023 Semi-Annual Assessments are due January 15th. Interest will be added if received after February 1st.</p> <p>--- Invoice #3696 for 375.00 on 01/01/2020</p> <p>--- Invoice #3810 for 375.00 on 07/01/2020</p> <p>*** A \$25 discount will be applied if entire year is paid by January 15th. Please submit \$725 by January 15th to receive the \$25 discount***</p> </div>			
For questions regarding this account, please email admin@pmpstjohns.com Page 2			Amount Due
			\$3,488.76

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners



Statement

To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

Please make checks payable to:

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P.O. Box 600033
Jacksonville, FL 32260

		Date	Amount Due
		6/5/2023	\$3,488.76
Date	Transaction	Amount	Balance
08/26/2020	INV #FC 312. Finance Charge --- Fin Chg \$13.32 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	13.32	804.38
09/22/2020	INV #FC 318. Finance Charge --- Fin Chg \$9.98 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	9.98	814.36
10/21/2020	INV #FC 323. Finance Charge --- Fin Chg \$10.72 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	10.72	825.08
11/18/2020	INV #FC 327. Finance Charge --- Fin Chg \$10.36 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	10.36	835.44
12/21/2020	INV #FC 330. Finance Charge --- Fin Chg \$12.20 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	12.20	847.64
01/01/2021	INV #3884. --- 2021 Semi-Annual Assessment \$375.00	375.00	1,222.64
01/20/2021	INV #FC 339. Finance Charge --- Fin Chg \$14.61 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020	14.61	1,237.25
02/18/2021	INV #FC 347. Finance Charge --- Fin Chg \$16.08 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- 2021 Semi-Annual Assessments are due January 15th. Interest will be added if received after February 1st. --- Please submit \$725 by January 15th to receive the \$25 discount. --- Invoice #3884 for 375.00 on 01/01/2021	16.08	1,253.33
For questions regarding this account, please email admin@pmpstjohns.com Page 3		Amount Due \$3,488.76	

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To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

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P.O. Box 600033
Jacksonville, FL 32260

		Date	Amount Due
		6/5/2023	\$3,488.76
Date	Transaction	Amount	Balance
03/17/2021	INV #FC 354. Finance Charge --- Fin Chg \$14.97 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021	14.97	1,268.30
04/23/2021	INV #FC 357. Finance Charge --- Fin Chg \$20.52 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021	20.52	1,288.82
05/19/2021	INV #FC 361. Finance Charge --- Fin Chg \$14.43 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021	14.43	1,303.25
06/17/2021	INV #FC 362. Finance Charge --- Fin Chg \$16.08 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021	16.08	1,319.33
07/01/2021	INV #3988. --- 2021 Semi-Annual Assessment \$375.00	375.00	1,694.33
07/21/2021	INV #FC 370. Finance Charge --- Fin Chg \$22.57 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021	22.57	1,716.90
<div> <p>2023 Semi-Annual Assessments are due January 15th. Interest will be added if received after February 1st.</p> <p>***A \$25 discount will be applied if entire year is paid by January 15th. Please submit \$725 by January 15th to receive the \$25 discount***</p> </div>			
For questions regarding this account, please email admin@pmpstjohns.com Page 4			Amount Due
			\$3,488.76

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners



Statement

To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

Please make checks payable to:

Greenland Cove Homeowners
Association
P.O. Box 600033
Jacksonville, FL 32260

Date	Transaction	Amount	Balance
		6/5/2023	\$3,488.76
08/18/2021	INV #FC 380. Finance Charge --- Fin Chg \$20.72 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021	20.72	1,737.62
01/01/2022	INV #4070. --- 2022 Semi-Annual Assessment \$375.00	375.00	2,112.62
07/01/2022	INV #4144. --- 2022 Semi-Annual Assessment \$375.00	375.00	2,487.62
08/31/2022	INV #FC 445. Finance Charge --- Fin Chg \$335.63 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022	335.63	2,823.25
09/15/2022	INV #FC 452. Finance Charge --- Fin Chg \$16.62 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022	16.62	2,839.87
10/27/2022	INV #FC 456. Finance Charge --- Fin Chg \$46.62 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022	46.62	2,886.49
<div> <p>For questions regarding this account, please email admin@pmpstjohns.com</p> <p>Page 5</p> </div>		Amount Due	\$3,488.76

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners



Statement

To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

Please make checks payable to:

Greenland Cove Homeowners
Association
P.O. Box 600033
Jacksonville, FL 32260

Date	Amount Due
6/5/2023	\$3,488.76

Date	Transaction	Amount	Balance
01/01/2023	INV #4213. --- 2023 Semi-Annual Assessment \$375.00	375.00	3,261.49
01/27/2023	INV #FC 464. Finance Charge --- Fin Chg \$106.87 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022 --- Invoice #4213 for 375.00 on 01/01/2023	106.87	3,368.36
02/28/2023	INV #FC 472. Finance Charge --- Fin Chg \$41.44 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022 --- Invoice #4213 for 375.00 on 01/01/2023	41.44	3,409.80
03/31/2023	INV #FC 480. Finance Charge --- Fin Chg \$40.11 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022 --- Invoice #4213 for 375.00 on 01/01/2023	40.11	3,449.91
<div style="border: 1px solid black; padding: 5px;"> <p>2023 Semi-Annual Assessments are due January 15th. Interest will be added if received after February 1st.</p> <p>***A \$25 discount will be applied if entire year is paid by January 15th. Please submit \$725 by January 15th to receive the \$25 discount***</p> </div>			
For questions regarding this account, please email admin@pmpstjohns.com Page 6			Amount Due
			\$3,488.76

**Greenland Cove Homeowners
Association, Inc.**
c/o Property Management Partners






Statement

To:
Torrance Gary 11906 Fitchwood Circle Jacksonville, FL 32258
11906 Fitchwood Circle

Please make checks payable to:

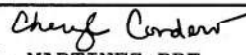
Greenland Cove Homeowners
Association
P.O. Box 600033
Jacksonville, FL 32260

Date	Transaction	Amount	Balance
04/30/2023	INV #FC 488. Finance Charge --- Fin Chg \$38.85 --- Invoice #3696 for 375.00 on 01/01/2020 --- Invoice #3810 for 375.00 on 07/01/2020 --- Invoice #3884 for 375.00 on 01/01/2021 --- Invoice #3988 for 375.00 on 07/01/2021 --- Invoice #4070 for 375.00 on 01/01/2022 --- Invoice #4144 for 375.00 on 07/01/2022 --- Invoice #4213 for 375.00 on 01/01/2023	38.85	3,488.76
<div> <p>2023 Semi-Annual Assessments are due January 15th. Interest will be added if received after February 1st.</p> <p>***A \$25 discount will be applied if entire year is paid by January 15th. Please submit \$725 by January 15th to receive the \$25 discount***</p> </div>			
For questions regarding this account, please email admin@pmpstjohns.com Page 7			Amount Due \$3,488.76

Form 668 (Y)(c) (Rev. February 2004)		10194 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050		Serial Number 136509414		For Optional Use by Recording Office	
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer TORRANCE GARY					
Residence 2113 BETSY DRIVE JACKSONVILLE, FL 32210					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2006	XXX-XX- 	04/02/2007	05/02/2017	
1040	12/31/2006	XXX-XX- 	07/05/2010	08/04/2020	48882.01
1040	12/31/2007	XXX-XX- 	08/23/2010	09/22/2020	21367.71
Place of Filing CLERK OF CIRCUIT COURT DUVAL COUNTY JACKSONVILLE, FL 32202					Total \$ 70249.72

This notice was prepared and signed at BALTIMORE, MD, on this,

the 24th day of December, 2014.

Signature  for JUAN C. MARTINEZ-BRE	Title REVENUE OFFICER (305) 982-5189	23-08-1520
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

This Document Was Prepared By:
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

FHA COVID-19 Recovery Modification with Partial Claim Mortgage

FHA Case No.

THIS SUBORDINATE MORTGAGE ("*Security Instrument*") is given on April 26, 2022. The Mortgagor is TORRANCE D GARY, an unmarried individual whose address is 11906 FITCHWOOD CIR, JACKSONVILLE, 32258-4507 ("*Borrower*"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("*Lender*"). Borrower owes Lender the principal sum of Eighty eight thousand one hundred thirty-two and 26/100 dollars (U.S. \$88,132.26). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("*Note*"), which provides for the full debt, if not paid earlier, due and payable on May 1, 2052. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in Duval County, Florida which has the address of 11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258-4507.

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 Lender, the following described property located in the County [Type of Recording Jurisdiction] of Duval [Name of Recording Jurisdiction]: The legal description to the Property may be attached to this Agreement by the Servicer if required.

Parcel ID Number: 1580937945 which currently has the address of 11906 FITCHWOOD CIR [Street] JACKSONVILLE [City], Florida 32258-4507 [Zip Code] ("*Property Address*");

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

BORROWER 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. Borrower shall pay when due the principal of the debt evidenced by the Note.

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

3. 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. 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 term of this Security Instrument or the Note without that Borrower's consent.

4. 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW,

Washington, DC 10410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. 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.

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

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

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. Section 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. 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.

9. 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.

10. Waivers. Borrower relinquishes all right of homestead exemption in the Property.

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

Borrower


5/10/22 Date
TORRANCE D GARY
11906 FITCHWOOD CIR.
JACKSONVILLE, FL 32258

Acknowledgment

State of Florida

County of Duval

This instrument was acknowledged before me by means of physical presence on May 10th 2022 by TORRANCE D GARY. Such person(s) is/are known to me or has/have produced FLDL as identification.


Notary Public

Lillian C Cruz
(Print Name)

My commission expires: April 18, 2025

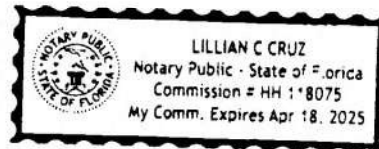


Exhibit A (Legal Description)

LOT 7 OF GREENLAND COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 17 THROUGH 22, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

After recording please return to:
SERVICELINK
ATTN: LOAN MODIFICATION SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602

This document prepared by:
SHELLPOINT MORTGAGE SERVICING
MEREDITH PRICKETT
2100 EAST ELLIOT ROAD, BUILDING 94
TEMPE, AZ 85284

Tax Parcel ID No.: 158093-7945

[Space Above This Line For Recording Data]

FLORIDA MORTGAGE
EXEMPT FROM DOCS STAMPS AND MORTGAGE TAX

THIS MORTGAGE ("Security Instrument") is given on **August 29, 2023**. The Mortgagor is **TORRANCE D GARY**

Whose address is **11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258**
("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Seventeen Thousand Six Hundred Twenty Six and 44/100ths Dollars (U.S. \$17,626.44)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **October 1, 2063**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, 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, warrant, grant and convey to the Lender, with the power of sale the following described property located in **DUVAL** County, **FLORIDA**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of **11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258**, ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

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

3. 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. 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 term of this Security Instrument or the Note without that Borrower's consent.

4. 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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. 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.

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

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

7. Acceleration; Remedies. If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. 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 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

8. Explaining Loan Papers. If required by Applicable Law, Lender has explained to the undersigned that: (a) the loan is made under the Florida Consumer Finance Act; (b) the terms of the loan provide for interest and charges pursuant to the Florida Consumer Finance Act; and (c) the nature of the security for the loan.

9. 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.

10. 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.


11. 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.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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.

Signed, sealed and delivered in the presence of:


Borrower - **TORRANCE D GARY**
Mailing Address: **11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258**

Date: 9, 1, 23

ACKNOWLEDGMENT

State of FL

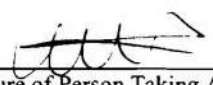
County of Duval

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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 1, 2023 by **TORRANCE D GARY** who is personally known to me or who has produced FL DL, as identification.



(Seal)


Signature of Person Taking Acknowledgment

Muna Kandah
Name Typed, Printed or Stamped

Notary public
Title or Rank

Serial Number, if any: N/A

My Commission Expires: Jul 19, 2026

Loan Originator Organization: NewRez LLC d/b/a Shellpoint Mortgage Servicing, NMLSR ID: 3114
Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A

BORROWER(S): TORRANCE D GARY

LOAN NUMBER [REDACTED]

LEGAL DESCRIPTION:

STATE OF FLORIDA, COUNTY OF DUVAL, AND DESCRIBED AS FOLLOWS:

LOAN NAME: TORRANCE D GARY, AN UNMARRIED MAN; PROPERTY ADDRESS: 11906 FITCHWOOD CIR, JACKSONVILLE, FLORIDA 32258-4507 LOT 7 OF GREENLAND COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 17 THROUGH 22, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Tax Parcel ID No.: 158093-7945

ALSO KNOWN AS: 11906 FITCHWOOD CIR, JACKSONVILLE, FL 32258