

IN THE CIRCUIT COURT OF THE FOURTH
 JUDICIAL CIRCUIT IN AND FOR DUVAL
 COUNTY, FLORIDA
 GENERAL JURISDICTION DIVISION
 CASE NO.

DEUTSCHE BANK NATIONAL TRUST
 COMPANY, AS TRUSTEE FOR
 MORGAN STANLEY ABS CAPITAL I
 INC. TRUST 2004-HE6 MORTGAGE
 PASS-THROUGH CERTIFICATES,
 SERIES 2004-HE6,
 Plaintiff,

16-2024-CA-001898-AXXX-MA DIV: FC-C

vs.

ILAR M. SAMUELS A/K/A ILAR
 SAMUELS; UNKNOWN SPOUSE OF
 ILAR M. SAMUELS A/K/A ILAR
 SAMUELS; CREDIT ONE, L.L.C.; CITY
 OF JACKSONVILLE, FLORIDA,
 Defendant(s).

**VERIFIED COMPLAINT FOR FORECLOSURE OF MORTGAGE AND MORTGAGE
 REFORMATION**

Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
 FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE6 MORTGAGE PASS-
 THROUGH CERTIFICATES, SERIES 2004-HE6, sues the Defendants and alleges:

COUNT I – MORTGAGE FORECLOSURE

1. This is an action to foreclose a mortgage on real property in DUVAL County, Florida.
2. The Court has jurisdiction over the subject matter.
3. On or about March 5, 2004, ILAR M. SAMUELS A/K/A ILAR SAMUELS executed and delivered a promissory note. A copy of the note is attached hereto as Exhibit "A".
4. On or about March 5, 2004, ILAR M. SAMUELS A/K/A ILAR SAMUELS executed and delivered a mortgage securing payment of the note to NEW CENTURY MORTGAGE CORPORATION. The mortgage was recorded on March 25, 2004, in Official Record Book

PAGE 1

23-159883

11713, at Page 300, of the Public Records of Duval County, Florida, and encumbered the property described in the mortgage then owned by and in possession of the mortgagor, a copy of the mortgage being attached hereto as Exhibit "B". The Mortgage and Note (collectively "Loan Documents") were modified pursuant to a Home Affordable Modification Agreement executed May 3, 2010. Further, the loan documents were modified pursuant to a Loan Modification Agreement dated May 8, 2012. Further, the loan documents were modified pursuant to a Home Affordable Modification Agreement executed January 21, 2015. Further, the loan documents were modified pursuant to a Notification of Payment Deferral ("Payment Deferral") dated August 6, 2021. Further, the loan documents were modified pursuant to a Payment Deferral dated November 3, 2021. Further, the loan documents were modified pursuant to a Payment Deferral dated December 7, 2021. Further, the loan documents were modified pursuant to a Payment Deferral dated January 6, 2022. Copies of the Loan Modification Agreements and Payment Deferrals are attached hereto as Exhibit "C".

5. The mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor(s) or the mortgagor(s)' predecessor(s) in interest.
6. Plaintiff is the holder of the original note secured by the mortgage and is entitled to foreclose pursuant to Florida Statute 673.3011(1).
7. PHH Mortgage Corporation ("PHH") is the loan servicer for this particular loan. Plaintiff has delegated PHH the authority to service the loan on its behalf pursuant to a Limited Power of Attorney.
8. Defendant(s) have defaulted under the Note, Mortgage, Loan Modification and Payment Deferrals by failing to pay the payment due as of July 1, 2023, and all subsequent payments.

9. Plaintiff declares the full amount payable under the Note, Mortgage, Loan Modification and Payment Deferrals to be due, except to the extent any part of that amount is or would be subject to a statute of limitations defense.
10. Defendant(s) owe Plaintiff **\$31,915.15**, which includes a deferred principal balance in the amount of **\$1,016.40** that is due and owing on principal on the Note, Mortgage, Loan Modification and Payment Deferrals, plus interest from and after June 1, 2023, and title search expenses for ascertaining necessary parties to this action, pursuant to the documents attached, except for those defendants who have been discharged in bankruptcy.
11. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem Taxes, premiums on insurance required by the Mortgage and other necessary costs, or may be required to make such advances during the pendency of this action. Any such sum(s) so paid will also be due and owing to the Plaintiff.
12. The property is now owned by Defendant(s), ILAR M. SAMUELS A/K/A ILAR SAMUELS, and the record legal title to said mortgaged property is now vested in Defendant(s), ILAR M. SAMUELS A/K/A ILAR SAMUELS who now hold(s) possession.
13. All conditions precedent to the acceleration of this mortgage note and to foreclosure of the mortgage, loan modification and payment deferrals have occurred, been satisfied or been waived.
14. Plaintiff is obligated to pay its attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys' fees pursuant to the express terms of the Note, Mortgage, Loan Modification and Payment Deferrals.
15. Plaintiff alleges that the claims of the remaining Defendants are secondary, junior, inferior and subject to the prior claim of Plaintiff.

16. Any interest in the property inuring to the Defendant, CREDIT ONE, L.L.C., is subordinate and inferior to the lien of Plaintiff's mortgage, including, but not limited to, FINAL JUDGMENT recorded November 3, 2005, in Official Record Book 12862 at Page 2469 of the Public Records of Duval County, Florida and re-recorded July 24, 2015, in Official Record Book 17245 at Page 1651 of the Public Records of Duval County, Florida.
17. Any interest in the property inuring to the Defendant, CITY OF JACKSONVILLE, FLORIDA, is subordinate and inferior to the lien of Plaintiff's mortgage, including, but not limited to, CERTIFICATE OF COST/LIEN recorded May 20, 2016, in Official Record Book 17569 at Page 1057 of the Public Records of Duval County, Florida and NOTICE OF PENDING LIEN recorded April 26, 2018, in Official Record Book 18364 at Page 856 of the Public Records of Duval County, Florida and CERTIFICATE OF COST/LIEN recorded October 19, 2018, in Official Record Book 18570 at Page 769 of the Public Records of Duval County, Florida.
18. Defendant, UNKNOWN SPOUSE OF ILAR M. SAMUELS A/K/A ILAR SAMUELS, may claim some right, title, or interest in the property herein sought to be foreclosed by virtue of homestead rights, possession or some other unknown interest, the exact nature of which is unknown to Plaintiff and not a matter of public record. However, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's mortgage.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, for costs (and, when applicable, for attorneys' fees), and, if the proceeds of the sale are insufficient to pay plaintiff's claim, a deficiency judgment. Request that subject to any applicable statute of limitations, that the Court ascertain the amount due to Plaintiff for principal and interest on the Note, Mortgage, Loan Modification and Payment Deferrals and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note,

Mortgage, Loan Modification and Payment Deferrals are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy the Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031 (2011); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereinafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency judgment decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II - MORTGAGE REFORMATION

19. This is an action to reform the Mortgage.

20. On March 5, 2004, ILAR M. SAMUELS A/K/A ILAR SAMUELS, executed and delivered a mortgage securing payment of the note to the payee named thereon.

21. The Mortgage was recorded on March 25, 2004, in Official Record Book 11713, at Page 300, in Duval County, Florida. A copy of said Mortgage is attached hereto as Exhibit "B".

22. The mortgage encumbers the real property located at 7188 EUDINE DR S JACKSONVILLE, FL 32210.

23. The legal description in the mortgage is incorrect as follows:

See legal description on mortgage attached hereto as Exhibit "B".

24. The correct legal description on the mortgage should read as follows:

LOT 10, BLOCK 112, CEDAR HILLS ESTATES, UNIT 11, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 67 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

25. Reformation of the Mortgage will not prejudice any party to this cause of action.

WHEREFORE, Plaintiff respectfully requests this Honorable Court, reform the Mortgage to reflect the correct legal description.

VERIFICATION

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.

Executed on this 5TH day of April, 2024.

By: /s/ Jacqueline S. Michaelson

Print Name: Jacqueline S. Michaelson

Title: Contract Management Coordinator

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE6 by its attorney-in-fact PHH Mortgage Corporation

RE: Borrower: ILAR M. SAMUELS A/K/A ILAR SAMUELS
Address: 7188 EUDINE DR S
JACKSONVILLE, FL 32210
File #: 23-159883

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
Counsel for Plaintiff
6409 Congress Ave., Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: FLmail@raslg.com
/s/ Wendy Manswell
Wendy Manswell, Esq.,
FL Bar No. 12027
Email: wmanswell@raslg.com

23-159883

NOTE

March 5, 2004

[Date]

JACKSONVILLE

[City]

FLORIDA

[State]

7188 EUDINE DR S , JACKSONVILLE, FLORIDA 32210

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 50,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is NEW CENTURY MORTGAGE CORPORATION

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 7.6000 %.

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 May 1, 2004

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 April 1, 2019, 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 18400 VON KARMAN, SUITE 1000

IRVINE, CA 92612

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. \$ 466.36

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

Except as provided below, I may make a Full or Partial Prepayment at any time. If I make a Partial Prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other Partial Prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a Full Prepayment at any time. However, if within the first 36 months after the execution of the Mortgage, I make any

prepayment(s) within any 12-month period the total amount of which exceeds Twenty percent (20 %) of the original Principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of Six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds Twenty percent (20 %) of the original Principal amount of the loan.

FLORIDA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 3

VMP -105N(FL) (0005)

VMP MORTGAGE FORMS - (800)521-7291

5/00

Initials: IS

Exhibit "A"

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.00** % 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. APPLICABLE LAW

This Note shall be governed by the laws of the State of Florida. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (b) any sums already collected from me which exceed 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, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my Principal balance by applying such excess amounts.



11. UNIFORM SECURED NOTE

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

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

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

12. 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) _____(Seal)
ILAR M. SAMUELS -Borrower -Borrower

Ilar M. Samuels _____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

Pay to the order of, without recourse

JAN 11 2004

New Century Mortgage Corporation

[Sign Original Only]

By: _____

Name: Magda Villanueva

Title: A.V.P./Shipping Manager



Prepared by: Nadine Alvarez
When Recorded Mail To:
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone Number: 561-682-8835

ATTORNEY CODE: 24120

ALLONGE

BORROWERS: ILAR M. SAMUELS

PRESENTOWNER AND HOLDER: NEW CENTURY MORTGAGE CORPORATION

NOTE EXECUTION DATE: MARCH 05, 2004

NOTE AMOUNT: \$ 50,000.00

This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, **NEW CENTURY MORTGAGE CORPORATION** ("Transferor") as of the date set forth below. As a result of said transfer, **NEW CENTURY MORTGAGE CORPORATION** has no further interest in the Note.

Date: MARCH 22, 2012

Pay to the order of

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER POOLING AND SERVICING AGREEMENT DATED AS OF AUGUST 1, 2004 MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE6, without recourse, representation or warranty express or implied this 22ND day of MARCH, 2012.

**NEW CENTURY MORTGAGE CORPORATION
BY ITS ATTORNEY IN FACT
OCWEN LOAN SERVICING, LLC.**

By: 
Name: Clara Taborda
Title: Sr. Contract Manager

Return To:
NEW CENTURY MORTGAGE CORPORATION

18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

Doc# 2004101070
Book: 11713
Pages: 300 - 316
Filed & Recorded
03/25/2004 04:59:13 PM

This document was prepared by:
NEW CENTURY MORTGAGE CORPORATION

JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 69.00
TRUST FUND \$ 9.00
MORTGAGE DOC ST \$ 175.00
INTANGIBLE TAX \$ 100.00

[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, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "**Security Instrument**" means this document, which is dated **March 5, 2004** together with all Riders to this document.

(B) "**Borrower**" is
ILAR M. SAMUELS, a single person


Borrower is the mortgagor under this Security Instrument.

(C) "**Lender**" is **NEW CENTURY MORTGAGE CORPORATION**

Lender is a **CORPORATION**
organized and existing under the laws of **CALIFORNIA**

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

 -6(FL) (0005)

Page 1 of 16

Initials: IS

VMP MORTGAGE FORMS - (800)521-7291

Exhibit "B"

17

Lender's address is 18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 5, 2004

The Note states that Borrower owes Lender Fifty Thousand and No/100 -----

----- Dollars
(U.S. \$ 50,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2019

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

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

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

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

(H) "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.

(I) "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.

(J) "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.

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

(L) "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.

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

(N) "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.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(P) "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 Lender, the following described property located in the COUNTY [Type of Recording Jurisdiction] of DUVAL [Name of Recording Jurisdiction]:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 0191120000
7188 EUDINE DR S
JACKSONVILLE
("Property Address"):

which currently has the address of
[Street]
[City], Florida 32210 [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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in

full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise

agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument,

and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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

Julie Douglass
Julie L. Douglass

ILAR M. SAMUELS (Seal)
-Borrower

KAKA DHERKING
KAKA DHERKING

(Address)

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

STATE OF FLORIDA,

CLAY

County ss:

The foregoing instrument was acknowledged before me this
Ilar M Samuels, a single person

March 5, 2004

by

who is personally known to me or who has produced

VALID DRIVERS LICENSE(S) as identification.


Notary Public
Julie L. Douglass

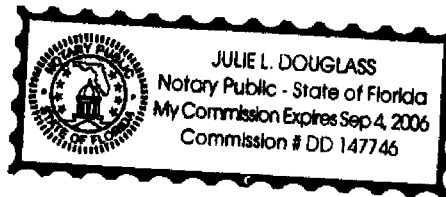


EXHIBIT "A"

PARCEL 1:

A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING, COMMENCE AT A TWO-INCH CAST IRON PIPE FILLED WITH CONCRETE LOCATED AT THE SOUTHWEST CORNER OF THE ABOVE MENTIONED NORTHWEST $\frac{1}{4}$, AND RUN SOUTH 89 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$, A DISTANCE OF 400.0 FEET TO AN IRON PIPE; RUN THENCE NORTH 0 DEGREES 44 MINUTES 30 SECONDS WEST, PARALLEL WITH THE WESTERLY BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$, A DISTANCE OF 39.86 FEET TO A NAIL DRIVEN THROUGH A BOTTLE CAP LOCATED IN THE CENTER LINE OF THAT CERTAIN RIGHT-OF-WAY EASEMENT GRANTED TO SEABOARD AIR LINE RAILROAD COMPANY, AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY, IN VOLUME 451, PAGE 123; RUN THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE CENTER LINE OF SAID RIGHT-OF-WAY EASEMENT AND ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 410.3 FEET, A CHORD DISTANCE OF 488.86 FEET TO A NAIL SET IN A BOTTLE CAP LOCATED IN THE NORTHERLY BOUNDARY OF THE AFORESAID SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18, THE BEARING OF SAID CHORD BEING NORTH 49 DEGREES 11 MINUTES 20 SECONDS WEST, RUN THENCE SOUTH 88 DEGREES 44 MINUTES 10 SECONDS WEST, ALONG SAID LAST MENTIONED BOUNDARY, 34.23 FEET TO AN IRON PIPE SET IN THE WESTERLY BOUNDARY OF SAID NORTHWEST $\frac{1}{4}$; RUN THENCE SOUTH 0 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 656.85 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PERPETUAL EASEMENT FOR INGRESS AND EGRESS UPON AND OVER THE SOUTHERLY 60 FEET OF THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 26 EAST, LYING EAST OF PARCEL 1 ABOVE AND BEING A WESTERLY EXTENSION OF THE 60-FOOT RIGHT-OF-WAY OF DOOLITTLE ROAD TO THE EASTERLY BOUNDARY OF SAID PARCEL 1.

Investor Loan # _____

After Recording Return To:
HomEq Servicing
Attn: Mod Imaging-CA3507
4837 Watt Avenue
North Highlands, CA 95660

AB

This document was prepared by PERKINS, MARCEL

_____[Space Above This Line For Recording Data]_____

Account Number: _____
Record Number: _____
04/21/2010 11:46:32

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I")¹: ILAR M SAMUELS

Lender or Servicer ("Lender"): HomEq Servicing

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 03/10/2004

Loan Number: _____

Property Address ("Property"):

7188 EUDINE DR S

JACKSONVILLE , FL 32210

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

Exhibit "C"



¹ If more than one Borrower or Mortgage is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 06/01/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 06/01/2010.
 - A. The new Maturity Date will be: 01/01/2020.
 - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$36,429.34 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- C. Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of 05/01/2010 and the first new monthly payment on the New Principal Balance will be due on 06/01/2010. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000%	05/01/2010	\$345.64	\$131.59 May adjust periodically	\$477.23 may adjust periodically	06/01/2010	60
6	3.000%	05/01/2015	\$353.77	May adjust periodically	May adjust periodically	06/01/2015	12
7	4.000%	05/01/2016	\$360.31	May adjust periodically	May adjust periodically	06/01/2016	12
8	5.000%	05/01/2017	\$365.19	May adjust periodically	May adjust periodically	06/01/2017	12
9-10	5.125%	05/01/2018	\$365.57	May adjust periodically	May adjust periodically	06/01/2018	20

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that 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.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I 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 not withstanding 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.
- K. That I 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 Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS 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 the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the

disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

- N. I agree that 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, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

Account Number: [REDACTED]
11:46:32

Record Number: [REDACTED]

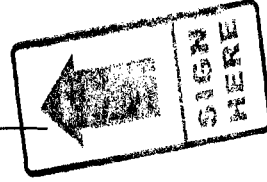
04/21/2010

In Witness Whereof, the Lender and I have executed this Agreement.

BORROWER

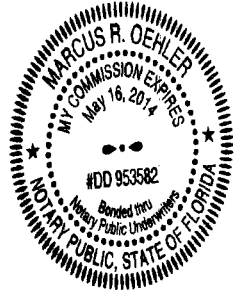
Signature: *ILAR M SAMUELS* Date: 5/3/10

Name: ILAR M SAMUELS



HOMEQ SERVICING

Signature: *[Signature]* Date: MAY 07 2010
Name: Suzanne Breaker, Vice President Title: _____



Marcus R. Oehler



Ocwen Loan Servicing, LLC
 P.O. Box 24737
 West Palm Beach, Florida 33416-4737
 (Do not send correspondence or payments to the above address.)

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PAYMENT REMITTANCE INFORMATION

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
3. The down payment must be in the form of certified funds.

OVERNIGHT DELIVERY (Money Order & Certified Checks Only)

OCWEN LOAN SERVICING, LLC
 ATTN: CASHIERING DEPARTMENT
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409

MONEY GRAM

RECEIVER CODE: [REDACTED]
 PAYABLE TO: OCWEN LOAN SERVICING, LLC
 CITY: ORLANDO
 STATE: FLORIDA
 REFERENCE: LOAN NUMBER [REDACTED]
 AGENT LOCATER: (800) 926-9400

BANK WIRE

BANK: Wells Fargo Bank, NA
 ABA: [REDACTED]
 ACCOUNT NAME: Ocwen Loan Servicing LLC
 ACCOUNT NUMBER: [REDACTED]
 REFERENCE: Loan Number, Property Address,
 and Borrower Name
 Email: Transferfunds@ocwen.com with the details
 of the wire.

BY WUOC

Code City: Ocwen
 State: FL
 Reference: Loan # [REDACTED]

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 05/08/12 which modifies the terms of your home loan obligations as described in detail below.

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Duval County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at 7188 Eudine Drive South Jacksonville, FL 32210.

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. In order for the terms of this modification to become effective, you promise to make an initial payment of \$444.50 on or before 6/1/12 and one (1) equal monthly payment of principal and interest in the amount of \$ 296.56 to Ocwen ("Trial Period") beginning on 7/1/12.
2. You agree that, at the end of the Trial Period, the new principal balance due under your modified Note and the Mortgage will be \$37,471.78. Upon modification, your Note will become current and will not be in default.
3. Any payments due for taxes or insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, Ocwen will continue to collect the required escrow amounts with your monthly principal and interest payment.
4. If you successfully complete the Trial Period, your loan will automatically be modified pursuant to the terms of this Agreement (the "Modification"). However, if you fail to send any full payment on or before the respective due date during the Trial Period, the Trial Period will immediately terminate and the Modification offer will be null and void. Acceptance and application of late payments during the Trial Period does not waive Ocwen's right to terminate the Trial Period, nullify the Modification, or resume foreclosure or other activities related to the delinquency of the loan under its original terms.

Exhibit C

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



Ocwen Loan Servicing, LLC
 P.O. Box 24737
 West Palm Beach, Florida 33416-4737
 (Do not send correspondence or payments to the above address.)

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5. After the Trial Period expiration, you promise to make payments of principal and interest on the same day of each succeeding month until 1/1/20 at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.
6. Upon Modification, the new amount payable under your Note and the Mortgage will be increased to the total amount of debt owed on your loan.
7. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be converted to a fixed rate of 2.0000%. This rate will remain in effect until the maturity of your loan.
8. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.
9. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
10. You understand and agree that:
 - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
 - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.
 - (d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
 - (e) In the event that a foreclosure is pending, the foreclosure action will not be dismissed. However, Ocwen will take reasonable action to place it on hold pending your completion of the Trial Period. If the Trial Period is successfully completed, any pending foreclosure action will be dismissed.
 - (f) During the Trial period, your loan will continue to be delinquent. As a result, late fees may be charged and credit reporting will continue pursuant to the original terms of your Note.
 - (g) You agree 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 Ocwen, will bind and inure to your heirs, executors, administrators and assigns.
 - (h) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
 - (i) Corrections and Omissions: You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

Har M. Samuels

5/13/12
 Date

Date

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



Ocwen Loan Servicing, LLC
 P.O. Box 24737
 West Palm Beach, Florida 33416-4737
 (Do not send correspondence or payments to the above address.)

WWW.OCWEN.COM

05/08/12

Har M. Samuels

7188 Eudine Drive South
 Jacksonville, FL 32210-2631

BALLOON DISCLOSURE

Loan Number: [REDACTED]
 Property Address: 7188 Eudine Drive South Jacksonville, FL 32210

The loan modification for which you have applied contains a balloon provision. This means that even if you make all payments full and on time, the loan will not be paid in full by the final payment date. A single balloon payment will be due and payable in full on 1/1/20, provided that all payments are made in accordance with the loan terms and the interest rate does not change for the entire loan term. The balloon payment may vary depending on your payment history, and, if you have an adjustable rate mortgage, any interest rate changes that occur during the life of the loan.

Neither Ocwen Loan Servicing, LLC nor any lender to which your loan is transferred or assigned is under any obligation to finance the amount of the balloon payment. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

Har M Samuels

Date

_____ Date

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Investor Loan # _____

After Recording Return To:

This document was prepared by _____

[Space Above This Line For Recording Data]

HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower(s) ("I"): **Ilar M Samuels**

Servicer ("Servicer"): *Ocwen Loan Servicing, LLC*

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): **3/5/2004**

Loan Number: _____

Property Address: **7188 Eudine Dr S Jacksonville, FL 32210** ("Property")

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Servicer, the Servicer will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Servicer and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Servicer in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Servicer requires me to obtain credit counseling in connection with the Program, I will do so;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan; and

Exhibit "C"

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Servicer will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Servicer a copy of this Agreement signed by the Servicer, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Servicer will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 2/1/2015 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 2/1/2015.

- A. The new Maturity Date will be: 8/1/2034, at which time a final balloon payment in an amount equal to all remaining amounts owed under the Loan Documents will be due.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Servicer but not previously credited to my Loan. The new Principal balance of my Note will be \$34,359.61 (the "New Principal Balance").
- C. Interest at the rate of 4.25000% will begin to accrue on the New Principal Balance as of 1/1/2015 and the first new monthly payment on the New Principal Balance will be due on 2/1/2015. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-Loans Maturity	4.25000%	1/1/2015	\$148.99	\$156.96, adjusts annually after year 1	\$305.95, adjusts annually after year 1	2/1/2015	235
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step or simple interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full (1) the Deferred Principal Balance (deferred principal balance will be treated as a non-interest bearing principal forbearance. I will not pay interest or make monthly payments on the deferred principal balance.), if any, and (2) any other amounts still owed under the Loan Documents, by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance (The new principal balance less the deferred principal balance shall be referred to as the "interest bearing principal balance), or (iii) the new Maturity Date.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Servicer has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Servicer.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Servicer 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 Servicer under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Servicer 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 Servicer requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Servicer all notices of amounts to be paid under this Section 4.D. I shall pay Servicer the Funds for Escrow Items unless Servicer waives my obligation to pay the Funds for any or all Escrow Items.

Servicer may waive my obligation to pay to Servicer Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Servicer and, if Servicer requires, shall furnish to Servicer receipts evidencing such payment within such time period as Servicer may require. My 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 I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Servicer may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Servicer any such amount. Servicer 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, I shall pay to Servicer all Funds, and in such amounts, that are then required under this Section 4.D.

Servicer may, at any time, collect and hold Funds in an amount (a) sufficient to permit Servicer 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 Servicer can require under RESPA. Servicer 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 Servicer, if Servicer is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Servicer shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Servicer shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Servicer pays me interest on the Funds and applicable law permits Servicer to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Servicer shall not be required to pay me any interest or earnings on the Funds. Servicer and I can agree in writing, however, that interest shall be paid on the Funds. Servicer shall provide me, 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, Servicer shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Servicer shall notify me as required by RESPA, and I shall pay to Servicer 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, Servicer shall notify me as required by RESPA, and I shall pay to Servicer 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, Servicer shall promptly refund to me any Funds held by Servicer.

- E. That this Agreement constitutes notice that the Servicer's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- F. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- G. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Servicer and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- H. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Servicer's prior written consent, Servicer may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Servicer shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Servicer exercises this option, Servicer shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- I. That, as of the Modification Effective Date, I understand that the Servicer 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 circumstance, to assume the Loan. Except as noted herein, this Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- J. If under the Servicer's procedures a title endorsement or subordination agreements are required to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable, I understand and agree that the Servicer will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Servicer has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as Servicer determines necessary.
- K. That, as of the Modification Effective Date, any provision in the Note, as amended, for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- L. Corrections and Omissions. You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, you understand that a corrected Agreement will be provided to you and this Agreement will be void upon notice of such error. Should you elect not to sign any such corrected Agreement, your loan will revert to the terms of your original Loan Documents.
- M. Mortgage Electronic Registration Systems, Inc. "MERS" is a separate corporation existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026 Flint, MI 48501-2026, (888) 679-MERS. In cases where the Loan has been registered (solely as nominee for lender and lender's successors and assigns) with MERS and MERS is named as mortgagee in the Loan Documents, MERS, if necessary to comply with law or custom, 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 Servicer including, but not limited to, releasing and canceling the mortgage loan.
- N. That 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, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

If this box is checked, Borrower(s) signature must be notarized.

In Witness Whereof, the Servicer and I have executed this Agreement.

Sign Here →

[Signature] 1/21/2015 Date
Ilar M Samuels

State of Florida)

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Print Name: _____

Commission expiration date ____ / ____ / ____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Sign Here →

_____ / ____ / ____ Date

State of Florida)

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Print Name: _____

Commission expiration date ____ / ____ / ____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 6 blank and return it with the rest of the agreement.

In Witness Whereof, the Servicer and I have executed this Agreement.

Sign Here → _____ / ____ / _____ Date
State of Florida)

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Print Name: _____

Commission expiration date ____ / ____ / ____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Sign Here → _____ / ____ / _____ Date
State of Florida)

County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

Print Name: _____

Commission expiration date ____ / ____ / ____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

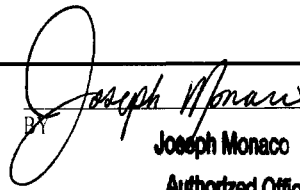
Servicer

FEB 24 2015

Date

If applicable: _____

Mortgage Electronic Registration Systems, Inc. – Nominee for Servicer

BY 
Joseph Monaco
Authorized Officer

BALLOON PAYMENT DISCLOSURE

Borrower(s) ("I"): Ilar M Samuels

Servicer ("Servicer"): *Ocwen Loan Servicing, LLC*

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/5/2004

Loan Number: [REDACTED]

Property Address: 7188 Eudine Dr S Jacksonville, FL 32210

THIS BALLOON PAYMENT DISCLOSURE is made this 16 day of December, 2014, and is incorporated into and shall be deemed to supplement the Loan Modification Agreement (the "Agreement") of the same date given by the undersigned Borrower(s). The Agreement contains a balloon payment provision representing the amount of the Deferred Principal Balance under the Agreement.

A balloon payment is a scheduled lump sum usually due at the end of the mortgage loan term that is significantly larger than the other regularly scheduled periodic payments. This means that even if I make all payments full and on time, the loan will not be paid in full by the final payment date. The amount of the balloon payment may vary depending on my payment history. If my loan is an adjustable rate mortgage, the amount of the balloon payment also may vary based on any interest rate changes that occur during the life of the loan.

THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF \$24,375.91 WILL BE DUE AND PAYABLE IN FULL ON 8/1/2034, PROVIDED THAT ALL PAYMENTS ARE MADE IN ACCORDANCE WITH THE LOAN TERMS AND THE INTEREST RATE DOES NOT CHANGE FOR THE ENTIRE LOAN TERM. The balloon payment on the loan modification I have applied for is due 235 months from the effective date of the modification.

Notice required by North Dakota law:

CAUTION TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN DUE, IT MAY BE NECESSARY FOR YOU TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY FOR THIS PURPOSE AND YOU MAY BE REQUIRED TO AGAIN PAY COMMISSION AND EXPENSES FOR ARRANGING THE LOAN. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THE LOAN MODIFICATION THAT YOU OBTAIN AT THIS TIME.

If I cannot pay the balloon payment when due, I may have to obtain a new loan to make the balloon payment or I may lose my property through foreclosure. Before deciding to take this loan, I will consider my ability to pay the balloon payment when it comes due. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

NEITHER OCWEN LOAN SERVICING, LLC NOR ANY LENDER TO WHICH THIS LOAN IS TRANSFERRED IS UNDER ANY OBLIGATION TO FINANCE THE AMOUNT OF THE BALLOON PAYMENT. THEREFORE, I MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS I OWN OR I MAY HAVE TO FIND ANOTHER LENDER TO REFINANCE THE LOAN.

ASSUMING THE OWNER OF MY LOAN OR ANOTHER LENDER REFINANCES THIS LOAN AT MATURITY, I WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. I MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.


I/we have read the above disclosure and acknowledge receiving a copy by signing below.

***All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below.**

Mark Simms 
Borrower

1/21/2015
Date

Borrower



Date

PHH[®]**MORTGAGE**

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

August 6, 2021

Account Number: [REDACTED]

[REDACTED]
 [REDACTED]
 ILAR M SAMUELS
 7188 EUDINE DR S
 JACKSONVILLE FL 32210-2631

Property Address:
 7188 EUDINE DR S
 JACKSONVILLE FL 32210-2631

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



**Why We Are
 Sending This
 Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 07/31/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$508.20 is now due on 08/01/2034 or upon loan payoff, whichever comes first.
- This account is now current through 07/31/2021.



**What You
 Need to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



**What We
 Will Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you and if you are still experiencing a hardship at that time, we can discuss additional options which may include any available forbearance extensions, repayment plan, a payment deferral or other loan modification options.

Exhibit "C"



MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-877-744-2506. Information can also be found online at www.MortgageQuestions.com.

We are here to help! KRISTINE MIGUEL has been assigned as the account Relationship Manager and will be the designated representative for inquiries and submission of documents. KRISTINE MIGUEL is available toll-free at 1-877-744-2506 Monday through Friday from 8:00 AM to 9:00 PM ET. If the assigned Relationship Manager is unavailable to take the call, the call will be automatically transferred to a different Relationship Manager who will be able to assist. Depending on the status of the account, specific information may also be available online at www.MortgageQuestions.com.

Sincerely,
Loan Servicing

MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 10/01/2021
 - Number of monthly payments due on Next Due Date: 3
 - Amount Due on Next Due Date: \$508.20
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept **voluntary** payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.



MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecución hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-877-744-2506 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

PHH[®]**MORTGAGE**

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

November 3, 2021

Account Number: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
ILAR M SAMUELS
7188 EUDINE DR S
JACKSONVILLE FL 32210-2631**Property Address:**
7188 EUDINE DR S
JACKSONVILLE FL 32210-2631**NOTIFICATION OF PAYMENT DEFERRAL**

Dear Customer(s),

**Why We Are
Sending This
Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 10/31/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$169.40 is now due on 08/01/2034 or upon loan payoff, whichever comes first.
- This account is now current through 10/31/2021.

**What You
Need to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

**What We
Will Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you and if you are still experiencing a hardship at that time, we can discuss additional options which may include any available forbearance extensions, repayment plan, a payment deferral or other loan modification options.

Exhibit "C"



MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-877-744-2506. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-877-744-2506 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. Depending on the status of the account, specific information may also be available online at www.MortgageQuestions.com.

Sincerely,
Loan Servicing

MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 01/01/2022
 - Number of monthly payments due on Next Due Date: 3
 - Amount Due on Next Due Date: \$508.20
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept **voluntary** payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.



MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecuci3n hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. Tambi3n puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-877-744-2506 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

PHH[®]**MORTGAGE**

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

December 7, 2021

Account Number: [REDACTED]

[REDACTED]

ILAR M SAMUELS
7188 EUDINE DR S
JACKSONVILLE FL 32210-2631

Property Address:
7188 EUDINE DR S
JACKSONVILLE FL 32210-2631

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



**Why We Are
Sending This
Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 11/30/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$169.40 is now due on 08/01/2034 or upon loan payoff, whichever comes first.
- This account is now current through 11/30/2021.



**What You
Need to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



**What We
Will Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you and if you are still experiencing a hardship at that time, we can discuss additional options which may include any available forbearance extensions, repayment plan, a payment deferral or other loan modification options.

Exhibit "C"



MORTGAGE

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We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-877-744-2506. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-877-744-2506 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. Depending on the status of the account, specific information may also be available online at www.MortgageQuestions.com.

Sincerely,
Loan Servicing

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- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 01/01/2022
 - Number of monthly payments due on Next Due Date: 2
 - Amount Due on Next Due Date: \$338.80
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept **voluntary** payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.



MORTGAGE

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

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Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-877-744-2506 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

PHH[®]**MORTGAGE**

PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-877-744-2506 | Fax: 1-856-917-8300

January 6, 2022

Account Number [REDACTED]

[REDACTED]
 [REDACTED]
 ILAR M SAMUELS
 7188 EUDINE DR S
 JACKSONVILLE FL 32210-2631

Property Address:
 7188 EUDINE DR S
 JACKSONVILLE FL 32210-2631

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



**Why We Are
 Sending This
 Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 12/31/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$169.40 is now due on 8/1/2034 or upon loan payoff, whichever comes first.
- This account is now current through 12/31/2021.



**What You
 Need to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



**What We
 Will Do**

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MORTGAGE

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For any questions, please contact our Customer Care Center at 1-877-744-2506 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. Depending on the status of the account, specific information may also be available online at www.MortgageQuestions.com.

Sincerely,
Loan Servicing

MORTGAGE

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IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 1/1/2022
 - Number of monthly payments due on Next Due Date: 1
 - Amount Due on Next Due Date: \$169.40
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept **voluntary** payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.