

**Property Record Card**

Parcel: 04-21-29-528-0000-0010

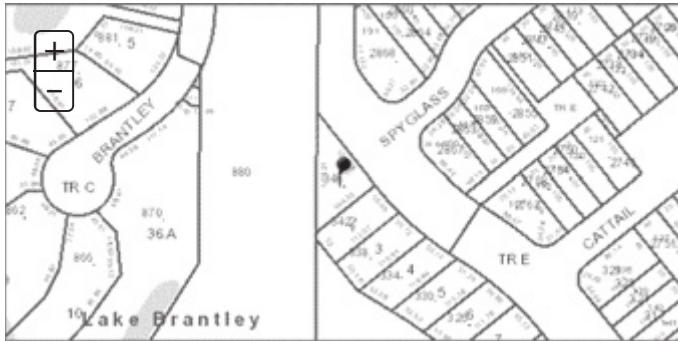
Property Address: 346 N SHADOWBAY BLVD LONGWOOD, FL 32779

Parcel Information

Parcel 04-21-29-528-0000-0010
 Owner(s) ISHII, BETTE J - Tenancy by Entirety
 Property Address 346 N SHADOWBAY BLVD
 LONGWOOD, FL 32779
 Mailing 346 N SHADOWBAY BLVD
 LONGWOOD, FL 32779-4885
 Subdivision Name LAKE VISTA AT SHADOWBAY
 Tax District 01-COUNTY-TX DIST 1
 DOR Use Code 0130-SINGLE FAMILY WATERFRONT
 Exemptions 00-HOMESTEAD(2001)

Value Summary

	2020 Working Values	2019 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$238,809	\$233,859
Depreciated EXFT Value	\$16,093	\$16,093
Land Value (Market)	\$64,600	\$64,600
Land Value Ag		
<u>Just/Market Value **</u>	\$319,502	\$314,552
Portability Adj		
Save Our Homes Adj	\$118,255	\$117,830
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$201,247	\$196,722



Tax Amount without SOH: \$4,443.07

2019 Tax Bill Amount \$2,218.73

Save Our Homes Savings: \$2,224.34

Legal Description

LOT 1
 LAKE VISTA AT SHADOWBAY
 PB 45 PG 81

* Does NOT INCLUDE Non Ad Valorem Assessments

Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
COUNTY BONDS	\$201,247	\$50,500	\$150,747
ROAD DISTRICT	\$201,247	\$50,500	\$150,747
SJWM(Saint Johns Water Management)	\$201,247	\$50,500	\$150,747
FIRE	\$201,247	\$50,500	\$150,747
COUNTY GENERAL FUND	\$201,247	\$50,500	\$150,747
Schools	\$201,247	\$25,500	\$175,747

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
QUIT CLAIM DEED	10/1/2002	<u>04604</u>	<u>0274</u>	\$100	No	Improved
WARRANTY DEED	8/1/2000	<u>03899</u>	<u>0591</u>	\$241,500	Yes	Improved
WARRANTY DEED	3/1/1996	<u>03053</u>	<u>0861</u>	\$184,000	Yes	Improved
WARRANTY DEED	6/1/1994	<u>02791</u>	<u>1592</u>	\$175,000	Yes	Improved
SPECIAL WARRANTY DEED	11/1/1992	<u>02509</u>	<u>0973</u>	\$166,300	No	Vacant

Land

Method	Frontage	Depth	Units	Units Price	Land Value
LOT			1	\$64,600.00	\$64,600

Building Information

#	Description	Year Built Actual/Effective	Fixtures	Bed	Bath	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages
---	-------------	--------------------------------	----------	-----	------	-----------	----------	-----------	----------	-----------	------------	------------

1	SINGLE FAMILY	1994	12	<u>4</u>	<u>2.5</u>	1,190	2,907	2,236	WD/STUCCO FINISH	\$238,809	\$265,343	Description	Area
												OPEN PORCH FINISHED	112.00
												OPEN PORCH FINISHED	30.00
												GARAGE FINISHED	529.00
												UPPER STORY FINISHED	1046.00

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
08688	REROOF	County	\$8,106		8/2/2007
04128	POOL HEAT PUMP	County	\$2,368		6/1/1996
02669	POOL/W SPA	County	\$23,082		4/1/1996
04370	FENCE	County	\$969		6/1/1994
09657	New - Residential	County	\$142,878	2/17/1994	10/1/1993

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Extra Features

Description	Year Built	Units	Value	New Cost
SCREEN ENCL 2	6/1/1996	1	\$2,400	\$6,000
POOL 2	6/1/1996	1	\$13,200	\$22,000
SOLAR HEATER	6/1/1996	1	\$0	
ELECTRIC HEATER	6/1/1996	1	\$493	\$1,232

Zoning

Zoning	Zoning Descriptionun	Future Land Use	FutureLandUseDescription
R-1BB	Single Family-5000	HDR	High Density Residential



REAL ESTATE TAX SEARCH RESULTS

Search Options ([index.html](#))

These searches are for information only. To make a payment, visit our new payment portal! (<https://www.paydici.com/seminole-county-fl/search/new>)

Do not use this information for a title search. Current and historical legal descriptions may differ.

CURRENT YEAR TAXES PAID

Parcel: **04-21-29-528-0000-0010**

Property Address: 346 N SHADOWBAY BLVD
Note: Property Appraiser's tax bill information amount shown does not include any non advalorem assessments.

ISHII, BETTE J

Owner & Mailing Address:	346 N SHADOWBAY BLVD LONGWOOD FL 32779 4885	Legal Description:
	Property Mailing Address Change Request (http://www.scpafl.org/Downloads)	LOT 1 LAKE VISTA AT SHADOWBAY PB 45 PG 81

Tax Year: **2019**

Tax Bill #: **079807**

Non-School
Assessed Value: **\$196,722**

School Assessed
Value: **\$196,722**

Gross Tax
Amount: **\$2,441.73**

Millage Code: **01**

Exemptions **YES ([http://parceldetail.scpafl.org/ParcelDetailInfo.aspx?](http://parceldetail.scpafl.org/ParcelDetailInfo.aspx?PID=04212952800000010)
Granted: **PID=04212952800000010)****

Homestead: **YES**

Additional
Exemptions: **YES**

Non-Ad Valorem
Assessments: **(Listed Below and Included in the Gross Tax Amount Due)**

SOLID WASTE **\$223.00**

Tax Status:

CURRENT YEAR TAXES PAID

Date	Receipt Num.	Amount Paid
11-25-19	M11/25/19P045019	\$2,344.06

Information below reflects the 2019 tax bill discounted and gross amounts.

NOV 30	DEC 31	JAN 31	FEB 29	MAR 31
\$2,344.06	\$2,368.48	\$2,392.90	\$2,417.31	\$2,441.73

Other Comments:

Prior Years Unpaid Delinquent Taxes: *NONE*

PROPERTY I.D. NUMBER	ESCROW CD		MILLAGE CODE
04-21-29-528-0000-0010	0564	APPLICABLE VALUES AND EXEMPTIONS BELOW	01

N

LOT 1 LAKE VISTA AT SHADOWBAY PB 45
PG 81
PAD: 346 N SHADOWBAY BLVD



127
7 - 54000

ISHII, BETTE J
346 N SHADOWBAY BLVD
LONGWOOD FL 32779-4885



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	ASSESSED VALUE	EXEMPTION (s)	TAXABLE VALUE	TAXES LEVIED
COUNTY	4.8751	196,722	50,500	146,222	712.85
SCHOOL	6.1330	196,722	25,500	171,222	1,050.10
ROAD	0.1107	196,722	50,500	146,222	16.19
FIRE	2.7649	196,722	50,500	146,222	404.29
ST JOHNS WATER MANAGEMENT	0.2414	196,722	50,500	146,222	35.30
PAY ONLINE WWW.SEMINOLECOUNTY.TAX					
TOTAL MILLAGE		14.1251	TOTAL AD VALOREM TAXES		\$2,218.73

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
SOLID WASTE MANAGEMENT MSBU	VARIES/DWELLING	223.00
TOTAL NON-AD VALOREM ASSESSMENTS		\$223.00

COMBINED TAXES AND ASSESSMENTS

\$2,441.73

See reverse side for
important information.

PAY ONLY ONE AMOUNT	BY NOV 30 2,344.06	BY DEC 31 2,368.48	BY JAN 31 2,392.90	BY FEB 29 2,417.31	BY MAR 31 2,441.73
------------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

PROPERTY I.D. NUMBER	ESCROW CD		MILLAGE CODE
04-21-29-528-0000-0010	0564	APPLICABLE VALUES AND EXEMPTIONS ABOVE	01

PLEASE DETACH AND RETURN THIS ORIGINAL STUB WITH PAYMENT

N

LOT 1 LAKE VISTA AT SHADOWBAY PB 45
PG 81
PAD: 346 N SHADOWBAY BLVD

ISHII, BETTE J
346 N SHADOWBAY BLVD
LONGWOOD FL 32779-4885

FOR PROCESSING PURPOSES, PLEASE DO NOT WRITE ON THIS NOTICE.

PAY IN U.S. FUNDS TO JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630

PAY ONLY ONE AMOUNT	BY NOV 30 2,344.06	BY DEC 31 2,368.48	BY JAN 31 2,392.90	BY FEB 29 2,417.31	BY MAR 31 2,441.73
------------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

YOUR BILL HAS BEEN REQUESTED BY CHASE - FA

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

51
THIS INSTRUMENT PREPARED BY AND RETURN TO
ALISON CRI-ASMAN, for
First Southwestern Title Company of Florida
407 Wekiva Springs Road, Suite 115
Longwood, Florida 32779

Property Appraisers Parcel Identification (Folio) Number(s)
04-21-29-528-0000-0010

Grantee(s) SS (s) 507-68-8488
577-603-7610

RLP10314

WARRANTY DEED
INDIVID. TO INDIVID.

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 3rd day of August A.D. 2000 by WILLIAM M. TOOLE AND NANCY A. ORTIZ,

HIS WIFE

hereinafter called the grantor, to TERENCE W. PEEL AND BETTE J. ISHII, BOTH SINGLE PERSONS,
whose post office address is 346 SHADOWBAY Blvd. E. LONGWOOD, FL 32779

hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt
whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the
grantee all that certain land situate in SEMINOLE County, State of Florida, viz:

Lot 1, LAKE VISTA AT SHADOWBAY, according to the Plat thereof as recorded in Plat Book 45, Page 81, of the
Public Records of Seminole County, Florida.

WILLIAM M. TOOLE and NANCY A. ORTIZ hereby warrant that the property herein conveyed does not constitute their
homestead, nor that of any member of their families; in fact they both reside at S. Bluebell Lane Evergreen, Colorado, 80439

Subject To covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any;
taxes and assessments for the year and subsequent years; and to all applicable zoning ordinances and/or restrictions and
prohibitions imposed by governmental authorities, if any.

Together, with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that
the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and
will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

Grantor Signature

WILLIAM M. TOOLE
Printed Name

6001 S. BLUEBELL LANE, EVERGREEN, COLORADO
80439

Post Office Address

Co-Grantor Signature, if any

NANCY A. ORTIZ

Printed Name

6001 S. BLUEBELL LANE EVERGREEN, COLORADO
80439

Post Office Address

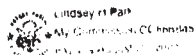
Co-Grantor Signature, if any

Printed Name

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of August, 2000 by WILLIAM M. TOOLE
AND NANCY A. ORTIZ, HIS WIFE who produced CURRENT DRIVERS LICENSE as identification.



SEAL

Notary Public, State and County Aforesaid

Notary Signature

Printed Notary Signature
My Commission Expires

MARYANNE MORSE
CLERK OF SEMINOLE COUNTY

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 AUG 7 AM 8:29

SEMINOLE CO., FL
OFFICIAL RECORDS
PAGE
3899 0591

Doc: FLSEMI:4604-00274~12117

In witness whereof, the said Grantor has signed and sealed these presents the day and year first above written.

When the context requires, singular nouns and pronouns include the plural.

Terence W. Peel POA Bette J. Ishii
Terence W. Peel Bette J. Ishii

Signed, sealed and delivered in the presence of:

Witness Signatures:

Eric M. Simmons Valerie D. Ifould
Printed Name: ERIC M. SIMMONS Printed Name: VALERIE D. IFOULD

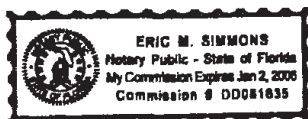
STATE OF FLORIDA)
COUNTY OF SEMINOLE) ss

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Terence W. Peel and Bette J. Ishii** known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that She executed the same, and an oath was not taken.

Check One: () said person(s) is/are personally known to me. (X) said person(s) provided the following type of identification: DRIVERS LICENSE

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the county and state last aforesaid this 15th day of OCT., 2002

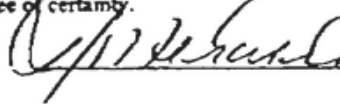


Eric M. Simmons
NOTARY SIGNATURE
ERIC M. SIMMONS
PRINTED NOTARY NAME
My Commission Expires: 1/2/06



Jason A. Beal
3850 20th Street, Suite 6
Vero Beach, Florida, 32960

Sworn to and subscribed before me this 6th day of March,
2026, by Jason A. Beal; who was personally known to me or provided identification of sufficient
character to establish identify with a reasonable degree of certainty.



Notary Public

Type of identification provided (Check One):

☐ Driver's License

☐ Passport

☐ Government (State or Federal) ID Card

☐ Resident Alien ID Card

☐ Other



① First American Lenders Advantage
1801 Lake pointe Dr. Ste 111
Lewisville, TX 75057

After Recording Mail To:

Terence Peel, et al
346 Shadow Bay Boulevard
Longwood, FL 32779

This document prepared by:

Jon R. Turner
Jon Turner & Associates, LLC
2700 E. Sunset Road, Suite 8
Las Vegas, NV 89120
PH: [1] 702-938-8900

11/20/2002 03:53:25 PM

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04604 PG 0274
CLERK'S # 2002979208
RECORDED 11/20/2002 03:53:25 PM
DEED DOC TAX 0.70
RECORDING FEES 10.50
RECORDED BY L. Hoodley

1225512

QUITCLAIM DEED
TITLE OF DOCUMENT

This quitclaim deed, made the 15th day of October, 2002, by Terence W. Peel and Bette J. Ishii, husband and wife, who acquired title as unmarried individuals, whose mailing address is 346 Shadow Bay Boulevard, Longwood, Florida 32779, hereinafter called the Grantor, to Terence W. Peel and Bette J. Ishii, husband and wife, as tenants by the entirety, whose mailing address is 346 Shadow Bay Boulevard, Longwood, Florida 32779, hereinafter called the Grantee.

The Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations to Grantor paid by Grantee, the receipt of which is hereby acknowledged, hereby remises, releases, and quitclaims unto the Grantee all that certain land, situate in Seminole County, State of Florida, viz:

LOT 1, LAKE VISTA AS SHADOWBAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 1, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Assessor's Parcel Number: 04-21-29-528-0000-0010

And more commonly known as: 346 Shadow Bay Boulevard, Longwood, Florida 32779

Prior Recorded Doc. Ref.: Deed; Recorded 8/7/00, BK 3899, PG 592,
Doc. No. OFFICIAL RECORDS

Subject to any Restrictions, Conditions, Covenants, Rights, Rights of Way, and easements now of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

The land described herein (You must make a selection):

☒ is homestead property of the said Grantor

☐ is **NOT** homestead property of the said Grantor

Recording requested by
First American Title Insurance Co.

In witness whereof, the said Grantor has signed and sealed these presents the day and year first above written.

When the context requires, singular nouns and pronouns include the plural.

Terence W. Peel POA Bette J. Ishii
Terence W. Peel Bette J. Ishii

Signed, sealed and delivered in the presence of:

Witness Signatures:

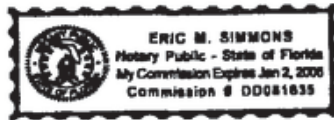
ERIC M. SIMMONS Valerie D. Ifield
Printed Name: ERIC M. SIMMONS Printed Name: VALERIE D. IFIELD

STATE OF FLORIDA)
COUNTY OF SEMINOLE) ss

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Terence W. Peel and Bette J. Ishii** known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that She executed the same, and an oath was not taken.
Check One: () said person(s) is/are personally known to me. (X) said person(s) provided the following type of identification: DRIVERS LICENSE

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the county and state last aforesaid this 15th day of OCT., 2002



ERIC M. SIMMONS
NOTARY SIGNATURE
PRINTED NOTARY NAME
My Commission Expires: 1/2/06

Return to:

Title Agency, Inc.
3256 W. Lake Mary Blvd, Ste 1100
Lake Mary, FL 32746
#9698

1 1000100082 1000100082 1000100082 1000100082 1000100082 1000100082 1000100082 1000100082 1000100082 1000100082

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07560 Pgs 1576 - 1592 (17pgs)
CLERK'S # 2011042996
RECORDED 04/25/2011 01:24:36 PM
MTG DUC TAX 1,103.90
INTANG TAX 636.80
RECORDING FEES 146.00
RECORDED BY J Eckenroth (all)

JPMorgan Chase Bank, N.A.
Collateral Trailing Documents
P.O. Box 8000 - Monroe, LA 71203
Prepared By: Christina Christopher
900 Circle 75
Atlanta, GA 30339

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 April 18, 2011, together with all Riders to this document.

(B) "Borrower" is BETTE J ISHII. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is JPMorgan Chase Bank, N.A.. Lender is a National Banking Association organized and existing under the laws of the United States. Lender's address is 1111 Polaris Parkway, Columbus, OH 43240. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 18, 2011. The Note states that Borrower owes Lender three hundred fifteen thousand four hundred and 00/100 Dollars (U.S. \$315,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2041.

(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]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP#
Waters Kiewit Financial Services

201104144.00.0 4002-J20101008Y

1800100082
Form 3010 1/01

Initials:  Page 1 of 16



Book7560/Page1576 CFN#2011042996

- ☐ Balloon Rider ☐ Planned Unit Development Rider ☐ 1-4 Family Rider
☐ VA Rider ☐ Biweekly Payment Rider ☐ 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

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Wollers Kluwer Financial Services

201104144 0.0 0 4002 J20101006Y

1005100082
Form 3010 1/01

Initials: *lag*

Page 2 of 16



Book7560/Page1577 CFN#2011042996



in the COUNTY [Type of Recording Jurisdiction] of Seminole [Name of Recording Jurisdiction]: See Attached

Parcel ID Number: 04-21-29-528-0000-0010 which currently has the address of 346N SHADOW BAY BLVD [Street] LONGWOOD [City], Florida 32779 [Zip Code] ("Property Address"):

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

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

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

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, 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 1.5. 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.

FLORIDA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMPO

Waters Kluwer Financial Services

201104144.0 0 0 4002-J20101006Y

1808100062
Form 3010 1/01

Page 3 of 16



Book7560/Page1578 CFN#2011042996



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

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Wolters Kluwer Financial Services

201104144.0.0.0.4002-20101006Y

1008100002
Form 3010 1/01

Initials: *[Signature]*

Page 4 of 10



Book7560/Page1579 CFN#2011042996



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

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Waters Kluwer Financial Services

201104144 00.0 4002 J201010007

1000100002
Form 3010 1/01

Initials  Page 5 of 18



Book7560/Page1580 CFN#2011042996



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

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Walters Kluwer Financial Services

201104144 0 0 0 4002-J20101006Y

Insure: 

1000160002
Form 3010 1/01

Page 6 of 18



Book7560/Page1581 CFN#2011042996



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

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
V.M.P.
Waters Kluwer Financial Services

201104144.0 0 0 4002-J20101006Y

1808160692
Form 3010 1/01

Initials:  Page 7 of 18



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

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Waters Tower Financial Services

201104144 0 0 0 4002 J20101006Y

1508100002
Form 3010 1/01

Initials:  Page 8 of 16



Book7560/Page1583 CFN#2011042996



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.

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Waters Kluwer Financial Services

201104144.0 0.0 4002-J20101000Y

1008160082
Form 3010 1/01

Initials:  Page 9 of 18



Book7560/Page1584 CFN#2011042996



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 Walver. 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

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Walters Kluwer Financial Services

201104144 0 0.0 4002-J20101008Y

1000160682
Form 3010 1/01

Initials: *Log* Page 10 of 16



Book7560/Page1585 CFN#2011042996



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.

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Walters Kluwer Financial Services

201104144.0.0.0 4002-J20101006Y

1800195582
Form 3010 1/01

Initials

Page 11 of 16



Book7560/Page1586 CFN#2011042996

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

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Waters Tower Financial Services

201104144.0.0.0.4002-J20101008Y

1008160082
Form 3010 1/01

Initials: 

Page 12 of 18



Book7560/Page1587 CFN#2011042996



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

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMFB
Waters Kluwer Financial Services

201104144 0.0.0.4002-J20101000Y

InBk:

1008100082
Form 3010 1/01

Page 13 of 18



Book7560/Page1588 CFN#2011042996



"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.

FLORIDA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMPS
Worlens Kluwer Financial Services

201104144.0.0 0.4002-J20101000Y

Initials: *dy*

1908160682
Form 3010 1/01

Page 14 of 16



Book7560/Page1589 CFN#2011042996



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.

Borrower

Bette J Ishii 4-18-11
BETTE JISHII Date
Seal

Signed, sealed and delivered in the presence of:

K Masse 4/18/11
Witness KMASSE Date

Rick Slaughter 4/18/11
Witness Rick Slaughter Date

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VM PB
Wolters Kluwer Financial Services

201104144 0.0.0 4002-J20101000Y

1808100582
Form 3010 1/01

Initials: CS Page 15 of 16



Book7560/Page1590 CFN#2011042996



STATE OF FLORIDA, _____ County ss: Orange
The foregoing instrument was acknowledged before me this 4/18/11 by

Bette J. Ishii

Personally Known _____ OR Produced Identification ☒
Type of Identification Produced _____

(Seal)



Kristi Masse
Notary Public

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Waters Kluwer Financial Services

201104144 000 4002-J20101008Y

Initials h

1808100082
Form 3010 1/01
Page 18 of 18



Book7560/Page1591 CFN#2011042996

**Lot 1, LAKE VISTA AT SHADOWBAY, according to the plat thereof as recorded in Plat Book 45,
Page 81, Public Records of Seminole County, Florida.**

Book7560/Page1592 CFN#2011042996



MARYANNE MORBE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06983 Pgs 0221 - 2271 (7pgs)
CLERK'S # 2008050232
RECORDED 04/30/2008 01:55:33 PM
MTB DOC TAX 140.00
RECORDING FEES 61.00
RECORDED BY L McKinley

SPACE ABOVE IS FOR RECORDER'S USE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

, between the Mortgagor,

(herein "Lender").

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Forty Thousand Dollars and No Cents (\$40,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire Indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of this Mortgage.

(3) The performance of the covenants and agreements of Borrower herein contained;

h. i.

which has the address of 346 Shadowbay Boulevard N

Longwood (City) , Florida 32779 (Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as _____
N/A

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____
N/A

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an Institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

EFL998 (LASER)



Book6983/Page222 CFN#2008050232

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

EFL998 (LASER)

hji

Book6983/Page223 CFN#2008050232

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by First class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

EFL998 (LASER)

hju

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure.

If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would then be due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender shall discharge this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

25. Attorneys' Fees. As used in this Mortgage and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

EFL998 (LASER)

hgc

Book6983/Page225 CFN#2008050232

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

X Jonathan Doss
Signature of Witness
Jonathan Doss
Name of Witness Typed, Printed or Stamped

X
Signature of Witness
Name of Witness Typed, Printed or Stamped

X
Signature of Witness
Name of Witness Typed, Printed or Stamped

X
Signature of Witness
Name of Witness Typed, Printed or Stamped

X Bette J Ishii
Signature of Borrower (Seal)
Bette J Ishii, unmarried woman
Name of Borrower Typed, Printed or Stamped
346 Shadowbay Boulevard N
Longwood FL 32779
Mailing Address of Borrower, Typed, Printed or Stamped

X
Signature of Borrower (Seal)
Name of Borrower Typed, Printed or Stamped

Mailing Address of Borrower, Typed, Printed or Stamped
X
Signature of Borrower (Seal)

Name of Borrower Typed, Printed or Stamped

Mailing Address of Borrower, Typed, Printed or Stamped

X
Signature of Borrower (Seal)

Name of Borrower Typed, Printed or Stamped

Mailing Address of Borrower, Typed, Printed or Stamped

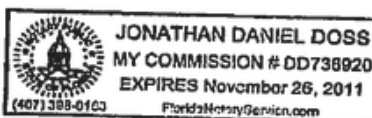
STATE OF FLORIDA, Seminole

County ss:

The foregoing instrument was acknowledged before me this 15th day April 2008 (date)
by Bette J Ishii, unmarried woman

who is personally known to me or who has produced - FI Dr License as identification and who
take an oath.

Jonathan Doss
Signature of Person Taking Acknowledgment
Name of Acknowledger Typed, Printed or Stamped
Title or Name
Serial Number, if Any



EFL098 (LASER)

Book6983/Page226 CFN#2008050232

348 Shadowbay Boulevard N
Longwood, FL 32779
Seminole County

Owner(s) of Record
Bette J. Ishii, unmarried woman

The land with the buildings thereon situated in Longwood, Seminole County, State of FL being known and numbered:

348 Shadowbay Boulevard N, Longwood, FL 32779

as more particularly described as follows:

Parcel ID# 04-21-29-528-0000-0010

Lot 1, LAKE VISTA AS SHADOWBAY, according to the plat thereof as recorded in Plat Book 45, Page 1, Public Records of Seminole County, Florida.

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of William M. Toole and Nancy A. Ortiz, his wife to Terence W. Peel and Bette J. Ishii, both single persons, dated 08/03/2000 and recorded with the Seminole County Clerk of Court at Record Book 3899, Page 591; as affected by Subsequent Transfer of Terence W. Peel and Bette J. Ishii, H&W, who acquired title as unmarried to Terence W. Peel and Bette J. Ishii, H&W, dated 10/15/2002 and recorded with the Seminole County Clerk of Court at Record Book 4804, Page 274.

Customer Ref: Ishii
ATA Internal Ref: 37513-550439

(Page 3 of 3)

Electronic Delivery
4/9/2008 11:24:58AM

Book6983/Page227 CFN#2008050232