

**Allonge Attached****NOTE**O'NEILL  
LOAN NUMBER:  
CASE NUMBER:  
MIN:DECEMBER 30, 2005  
[Date]PALM HARBOR  
[City]FLORIDA  
[State]5120 WEST CORINAS COURT, HOMOSASSA, FL 34446  
[Property Address]**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **TRANSLAND FINANCIAL SERVICES, INC.**

and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of **ONE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED NINETY-NINE AND 00/100** Dollars (U.S. \$ 127,499.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX AND THREE-FOURTHS** percent ( 6.750 %) per year until the full amount of principal has been paid.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of principal and interest to Lender on the **1ST** day of each month beginning on **AUGUST, 2006**. Any principal and interest remaining on the **1ST** day of **JULY, 2036**, will be due on that date, which is called the maturity date.

**(B) Place**

Payment shall be made at **2701 MAITLAND CENTER PKWY, STE. 300 MAITLAND, FL 32751-7294**

or at such place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$ **826.96**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☒ Other [Specify] **ALLONGE, RIDER TO NOTE**

**5. BORROWER'S RIGHT TO PREPAY**

See Attached Rider to Note

**COMPOSITE  
EXHIBIT "A"**

**6. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

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

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

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

John W. O'Neill Jr.  
JOHN W. O'NEILL JR.

(Seal)  
-Borrower

Judy K. O'Neill  
JUDY K. O'NEILL

12-30-05 (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

GW

PAY TO THE ORDER OF:

WASHINGTON MUTUAL BANK, FA  
WITHOUT RECOURSE  
TRANSLAND FINANCIAL SERVICES, INC.

By: Benjamin Lee Wofford  
BENJAMIN LEE WOFFORD  
VICE PRESIDENT

Pay to the order of

Without Recourse  
WASHINGTON MUTUAL BANK, FA

By: Cynthia Riley  
CYNTHIA RILEY  
VICE PRESIDENT

Dec. 29. 2005 6:38PM

TRANSLAND FINANCIAL

No. 6351 P. 10/37

## ALLONGE

THIS ALLONGE, made as of December 30, 2005, by the undersigned (the "Borrower"), is to be attached to and made a part of that certain Note, dated December 30, 2005 made by the Borrower to TransLand Financial Services, Inc. (the "Lender"), in the principal amount of \$127,499.00 (the "Note"), which Note is secured as more particularly set forth therein.

NOW, THEREFORE, the Borrower acknowledges that the loan made by the Lender to the Borrower is for the purposes of construction of a single family home between the Lender and the Borrower, and the Borrower agrees that from the date hereof to and including December 30, 2006 the Borrower shall pay interest at: ( ) the Initial Rate as defined and set forth in the Note, (X) Prime Rate as established by the Wall Street Journal, from time to time plus of 2.500%. In no event will the interest rate fall below 7.500%. or ( ) Other: N/A, only on amounts advanced by the Lender to the Borrower, which interest shall be due from the date of each advance made on the first day of the month following the month in which the first advance is made and on the first day of each month thereafter up to and including the date last above set forth. Thereafter, the Borrower shall on the date set forth in the Note, make the first monthly installment payment of principal and interest in successive monthly installments as provided therein.

The Borrower agrees that a default by the Borrower under the terms of said construction loan agreement or loan commitment shall constitute a default under the Note and the Mortgage which is security for the Note.

The Borrower agrees to provide and/or execute any and all documentation required by Lender at the time of completion of improvements or at the completion date specified in the Construction Loan Agreement, whichever is earlier, in order to make the loan qualify under the *Single Family Loan Protection-Construction/Permanent Mortgages Pilot Program* and to adjust the interest rate so as to provide that the post-construction interest coincide to the prevailing interest rate for similar mortgage loans made by the Lender, TransLand Financial Services, Inc. The documentation required may include, but may not by way of limitation, a Modification Agreement, changing the interest rate and/or other terms of the underlying mortgage and the current, updated credit exhibits confirming the continuing credit worthiness of the Borrower consistent with the standards used to qualify Borrower at the time of approval of this loan.

IN WITNESS WHEREOF, the Borrower has caused this Allonge to be duly executed as of the date first above set forth.

Borrower

JOHN W. O'NEILL, JR.

12/30/2005

Date

Co-Borrower

JUDY K. O'NEILL

12/30/2005

Date

Co-Borrower

12/30/2005

Date

Co-Borrower

12/30/2005

Date

CPAllonge.DOC

06-05-2003

- Dec. 29, 2005 6:39P.

TRANSLAND FINANCIAL

.o. 6351 P. 11/37

**RIDER TO NOTE  
(TO BE RECORDED WITH MORTGAGE OR DEED)**

**Borrower**                    **JOHN W. O'NEILL, JR.  
JUDY K. O'NEILL**

**Lender:**                    **TRANSLAND FINANCIAL SERVICES, INC., (the "Lender")**

**Date of Note:**            **December 30, 2005**

WHEREAS, BORROWER has executed the Note (the "NOTE") to which this Rider is made, together with a MORTGAGE (the "MORTGAGE") of even date therewith securing the NOTE, in connection with a loan to BORROWER from LENDER.

The parties agree as follows:

1. **MAXIMUM PRINCIPAL ADVANCES PRIOR TO MODIFICATION DATE:** Notwithstanding any provision in the NOTE to the contrary, BORROWER and LENDER agree that prior to the "Modification Date" as hereinafter determined, maximum principal advances under the NOTE shall not exceed the lesser of (a) \$127,499.00 or (b) 85.0% of the lesser of (i) the appraised value of the subject premises or (ii) the purchase price of the subject premises. IF, at any time, an excess shall for any reason exist, the full amount of such excess principal, shall be immediately due and payable in full.
  - 1.1 Upon execution of the "Modification Agreement" as described below, the limitation on the maximum principal advances set forth in this paragraph 1 shall terminate and BORROWER shall be entitled to receive any remaining principal advances under the NOTE which previously were not advanced as a result of the limitation set forth in this paragraph 1, provided, however, maximum principal advances under the NOTE as modified by the Modification Agreement, shall not exceed \$127,499.00.
  2. **PAYMENT OF PRINCIPAL AND INTEREST:** Interest shall be payable at the rate of 2.500% over the "Prime Rate" as hereinafter defined and shall be subject to change on a daily basis. In no event will the interest rate fall below 7.500%. Interest only shall be calculated on a daily basis and be payable monthly, commencing December 30, 2005 continuing on the first day of each month thereafter until the "Modification Date" as hereinafter determined, at which time principal and interest shall be paid in accordance with the modification (as provided in paragraph 2 of the Rider) to the NOTE.
  - 2.1 For the purpose hereof, "Prime Rate" shall mean the rate of interest as established from time to time and shown in the Wall Street Journal. A certificate of LENDER as to the Prime Rate in effect on any day shall be conclusive for purposes hereunder as to the Prime Rate in effect on such date.
  3. **INTEREST RATE AMORTIZATION, TERM ADJUSTMENT, AND THE MODIFICATION DATE:** BORROWER and LENDER agree that the NOTE and MORTGAGE shall be modified by a Modification Agreement to be executed by BORROWER at LENDER's request, upon the date of the first to occur of the following events (referred to herein as the "Modification Date"):
    - 3.1 The final inspection by the appropriate governmental authority certifying compliance of the completed improvements with applicable governmental regulation, or
    - 3.2 Issuance of a CERTIFICATE OF OCCUPANCY, or
    - 3.3 Occupancy by the BORROWER of the subject premises, or
    - 3.4 8 months from the date of this NOTE.
- The Modification Agreement shall modify the terms of the NOTE as follows:
- 3.5 The interest rate shall be adjusted so as to provide that the interest rate shall coincide to the prevailing interest rate for similar mortgage loans made by the LENDER, TransLand Financial Services, Inc., in accordance with the requirements of the LENDER.
  - 3.6 The maturity date shall be adjusted so as to provide for a 360 month remaining term of the MORTGAGE.
  - 3.7 The amortization shall be modified so as to provide the amortization of principal and interest over the full remaining 360 month term of the MORTGAGE, in accordance with the requirements of LENDER.
  4. **DEFAULT:** Failure of BORROWER to complete construction within 8 months from the date of this NOTE or to execute the Modification Agreement and such other instruments as shall be reasonable required in connection therewith by the LENDER, within fifteen (15) days of the Modification Date, shall constitute a default and the outstanding principal balance plus accrued interest of the NOTE and MORTGAGE shall be immediately due and payable without further notice to BORROWER. In the event of a default, the outstanding principal balance shall bear interest at the highest rate allowable under FLORIDA law. LENDER shall also be entitled to exercise all remedies provided in the MORTGAGE and NOTE, or, as is otherwise available to it at Law or in equity, in the event of default of the BORROWER.

*[Handwritten signature]*  
D.K.D.

Dec. 29. 2005 6:40PM

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5. In the event the loan does not modify (convert from a construction to permanent loan status), a prepayment penalty of 1% of the loan amount will be charged at the time of payoff.

6. **LENDER'S RESCISSION RIGHT:** If any provision of this Rider shall be contrary to the requirements now or hereafter established for sale of the NOTE and the MORTGAGE securing it to any secondary market investor, this Rider shall be deemed null and void and the provision hereof shall terminate immediately.

Borrower

JOHN W. O'NEILL, JR.

12/30/2005

Date

Co-Borrower

JUDY K. O'NEILL

12/30/2005

Date

Co-Borrower

12/30/2005

Date

Co-Borrower

FCPRPI.DOC 02-23-2005

12/30/2005

Date

Loan No: 39000829

WHEN RECORDED MAIL TO:  
 TRANSLAND FINANCIAL SERVICES  
 INC C/O NATIONAL TITLE  
 CLEARING, INC  
 2100 ALT 19 NORTH

PALM HARBOR, FL 34683

THIS DOCUMENT PREPARED BY:  
 GRETCHEN GOGAN

TRANSLAND FINANCIAL SERVICES  
 INC.

2701 MAITLAND CENTER PKWY,  
 STE. 300  
 MAITLAND, FL 32751-7294



2006004939 15 PGS

OFFICIAL RECORDS  
 CITRUS COUNTY  
 BETTY STRIFLER  
 CLERK OF THE CIRCUIT COURT  
 RECORDING FEE: \$129.00  
 MORTGAGE TAX: \$446.25  
 INTANGIBLE TAX: \$256.00  
 \$ 2006004939 BX:1963 PG:1390  
 01/29/2008 10:55 AM 15 PGS  
 JPARRISH,DC Receipt #002852

After Recording, Return To  
 Baybreeze Title Partners  
 2706 Alt 19 N.  
 Palm Harbor, FL 34683

(Space Above This Line For Recording Data)

### MORTGAGE

O'NEILL  
 LOAN #: 1  
 CASE #: 1  
 MIN: 1  
 PIN: 1

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30, 2005. The mortgagor is JOHN W. O'NEILL, JR. AND JUDY K. O'NEILL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of Post Office Box 2026, Flint, Michigan 48501-2026, telephone (888)679-MERS. TRANSLAND FINANCIAL SERVICES, INC.

("Lender") is organized and existing under the laws of FLORIDA, and has an address of 2701 MAITLAND CENTER PKWY, STE. 300, MAITLAND, FL 32751-7294

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED NINETY-NINE AND 00/100 Dollars (U.S. \$ 127,499.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2036. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee

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COMPOSITE  
 EXHIBIT "A"

*Joe*  
*Alon*

REC 129.00  
 DOC 446.25  
 INTANG 256.00  
 OTHER  
 TOTAL 831.25

for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in CITRUS County, Florida:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

5154 OKO  
which has the address of 5120 WEST CORINAS COURT  
[Street]

HOMOSASSA, Florida 34446 ("Property Address");  
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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*pro*  
*OKO.*



Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

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

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify

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Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341 (d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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*Handwritten signature:* JH

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

Upon default as provided in Paragraph 9(a), and upon written demand by Lender to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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*John D. Kuo*

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18. Foreclosure Procedure: If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordations costs.

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

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

[Check applicable box(es)]


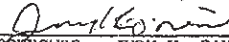
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Growing Equity Rider    | <input type="checkbox"/> Adjustable Rate Rider |
| <input type="checkbox"/> Planned Unit Development Rider                            | <input type="checkbox"/> Graduated Payment Rider |  |
| <input checked="" type="checkbox"/> Other(s) [specify] CP RIDER TO NOTE & MH RIDER |  |  |

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*Handwritten signature*  
J. P. O.

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

 12/30/05  
- BORROWER - JOHN W. O'NEILL JR. - DATE -  
 12-30-05  
- BORROWER - JUDY K. O'NEILL - DATE -

Signed, sealed, and delivered in the presence of:

  
Stephanie Jones

  
Mark Aruda

FHA Florida Mortgage  
DOCUMENT  
RECORDED 11/12/2004

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STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December 2005, by

John W O'Neill Jr and Judy K. O'Neill

who is personally known to me or has produced FL Drivers License as  
identification. and who did not take an oath.

MARK W. ARUDA  
Notary Public, State of Florida  
My Comm. Expires Oct. 22, 2008  
No. DD159606

Mark W. Aruda  
Notary Public  
Name: Mark W. Aruda

My Commission Expires: 10/22/06  
Serial #: DD159606

FHA Florida Mortgage  
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*John W. O'Neill*

**MANUFACTURED HOME RIDER  
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

O'REILL  
LOAN #: 1  
MCM

This Rider is made this 30TH day of DECEMBER, 2005, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **TRANSLAND FINANCIAL SERVICES INC.**

(the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

5154  
5120 WEST CORINAS COURT, HOMOSASSA, FL 34446

[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

New/Used Year Manufacturer's Name Model Name and Model No.  
New 2006 Nobility Destiny DB04-52-96

Length X Width Serial Number Hud #  
76 x 28 D15H00839AB

RECEIVED  
RECEIVED 11/21/2005

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*See  
Dkt.*



B. Additional Covenants of Borrower(s):


1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

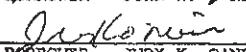
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*Handwritten signature*  
D. Ko.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

 12/30/05  
- BORROWER - JOHN W. O'NEILL JR. - DATE -

 12-30-05  
- BORROWER - JUDY K. O'NEILL - DATE -

DOCUPW/LJ  
DOCUPW/LJ.VTX 12/10/2005

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Dec. 29. 2005 6:40PM TRANSLAND FINANCIAL

No. 6351 P. 13/37

**"EXHIBIT A"**  
**CONSTRUCTION RIDER TO NOTE**  
**(TO BE RECORDED WITH MORTGAGE OR DEED)**

**Borrower**                **JOHN W. O'NEILL, JR.**  
                               **JUDY K. O'NEILL**

**Lender:**                **TRANSLAND FINANCIAL SERVICES, INC., (the "Lender")**

**Date of Note:**        **December 30, 2005**

**WHEREAS, BORROWER** has executed the Note (the "NOTE") to which this Rider is made, together with a MORTGAGE (the "MORTGAGE") of even date therewith securing the NOTE, in connection with a loan to BORROWER from LENDER.

The parties agree as follows:

1. **MAXIMUM PRINCIPAL ADVANCES PRIOR TO MODIFICATION DATE:** Notwithstanding any provision in the NOTE to the contrary, BORROWER and LENDER agree that prior to the "Modification Date" as hereinafter determined, maximum principal advances under the NOTE shall not exceed the lesser of (a) \$127,499.00 or (b) 85.0% of the lesser of (i) the appraised value of the subject premises or (ii) the purchase price of the subject premises. IF, at any time, an excess shall for any reason exist, the full amount of such excess principal, shall be immediately due and payable in full.
  - 1.1 Upon execution of the "Modification Agreement" as described below, the limitation on the maximum principal advances set forth in this paragraph 1 shall terminate and BORROWER shall be entitled to receive any remaining principal advances under the NOTE which previously were not advanced as a result of the limitation set forth in this paragraph 1, provided, however, maximum principal advances under the NOTE as modified by the Modification Agreement, shall not exceed \$127,499.00.
2. **PAYMENT OF PRINCIPAL AND INTEREST:** Interest shall be payable at the rate of 2.500% over the "Prime Rate" as hereinafter defined and shall be subject to change on a daily basis. In no event will the interest rate fall below 7.500%. Interest only shall be calculated on a daily basis and be payable monthly, commencing December 30, 2005 continuing on the first day of each month thereafter until the "Modification Date" as hereinafter determined, at which time principal and interest shall be paid in accordance with the modification (as provided in paragraph 2 of the Rider) to the NOTE.
  - 2.1 For the purpose hereof, "Prime Rate" shall mean the rate of interest as established from time to time and shown in the Wall Street Journal. A certificate of LENDER as to the Prime Rate in effect on any day shall be conclusive for purposes hereunder as to the Prime Rate in effect on such date.
3. **INTEREST RATE AMORTIZATION, TERM ADJUSTMENT, AND THE MODIFICATION DATE:** BORROWER and LENDER agree that the NOTE and MORTGAGE shall be modified by a Modification Agreement to be executed by BORROWER at LENDER's request, upon the date of the first to occur of the following events (referred to herein as the "Modification Date"):
  - 3.1 The final inspection by the appropriate governmental authority certifying compliance of the completed improvements with applicable governmental regulation, or
  - 3.2 Issuance of a CERTIFICATE OF OCCUPANCY, or
  - 3.3 Occupancy by the BORROWER of the subject premises, or
  - 3.4 6 months from the date of this NOTE.

The Modification Agreement shall modify the terms of the NOTE as follows:

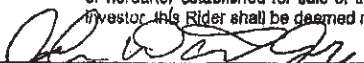
- 3.5 The interest rate shall be adjusted so as to provide that the interest rate shall coincide to the prevailing interest rate for similar mortgage loans made by the LENDER, TransLand Financial Services, Inc., in accordance with the requirements of the LENDER.
- 3.6 The maturity date shall be adjusted so as to provide for a 360 month remaining term of the MORTGAGE.
- 3.7 The amortization shall be modified so as to provide the amortization of principal and interest over the full remaining 360 month term of the MORTGAGE, in accordance with the requirements of LENDER.
4. **DEFAULT:** Failure of BORROWER to complete construction within 6 months from the date of this NOTE or to execute the Modification Agreement and such other instruments as shall be reasonable required in connection therewith by the LENDER, within fifteen (15) days of the Modification Date, shall constitute a default and the outstanding principal balance plus accrued interest of the NOTE and MORTGAGE shall be immediately due and payable without further notice to BORROWER. In the event of a default, the outstanding principal balance shall bear interest at the highest rate allowable under FLORIDA law. LENDER shall also be entitled to exercise all remedies provided in the MORTGAGE and NOTE, or, as is otherwise available to it at Law or in equity, in the event of default of the BORROWER.

Dec. 29. 2005 6:40PM TRANSLAND FINANCIAL

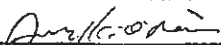
No. 6351 P. 14/37

5. In the event the loan does not modify (convert from a construction to permanent loan status), a prepayment penalty of 1% of the loan amount will be charged at the time of payoff.

6. **LENDER'S RESCISSION RIGHT:** If any provision of this Rider shall be contrary to the requirements now or hereafter established for sale of the NOTE and the MORTGAGE securing it to any secondary market investor, this Rider shall be deemed null and void and the provision hereof shall terminate immediately.

  
Borrower JOHN W. O'NEILL, JR.

12/30/2005  
Date

  
Co-Borrower JUDY K. O'NEILL

12/30/2005  
Date

Co-Borrower

12/30/2005  
Date

Co-Borrower  
FCPRM.OOC 06-17-2005

12/30/2005  
Date  
Loan No: 39000629

**Exhibit "A"**

File Number:

Lot 17: Commencing at the NW corner of the S  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 8, Township 20 South, Range 18 East, Thence 5.89 degrees, 36'36"E along the North Line of Said S  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  a distance of 365 feet. Thence South 0 Degrees 05'20" East 663.64 feet, Thence South 89 degrees 35'52" East 1914 Feet to the Point of Beginning; Thence Continue S 89 degrees 35'52" E 174 Feet, Thence South 0 degrees 05'20" East 664.09 Feet to a Point on the South Line of Said S  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; Thence North 89 degrees 35' 08" West along said South Line a distance of 174.01 feet; Thence North 0 degrees 05'20" West 664.05 feet to the point of Beginning; Subject to a 12.50 foot wide easement along the North Boundary thereof for road right-of-way. As found in Citrus County property records of Lot 17 of an unrecorded sub description in Official Records Book 604, Page 2077, and Official Records Book 607.