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STATE OF INDIANA) IN THE LAKE COUNTY CIRCUIT COURT
) SS:
COUNTY OF LAKE) CAUSE NO. 45C01-1003-MF-00210

BAC HOME LOANS SERVICING, L.P., f/k/a)
COUNTRYWIDE HOME LOANS SERVICING,)
L.P., SUCCESSOR IN INTEREST TO)
MORTGAGE ELECTRONIC REGISTRATION)
SYSTEMS, INC., AS NOMINEE FOR)
COUNTRYWIDE HOME LOANS, INC.,)

Plaintiff,)

vs.)

DEPARTMENT OF HOUSING & URBAN)
DEVELOPMENT and SCOTT J. TOOMEY,)

Defendants.)

Filed in Open Court

AUG 19 2011

Michael A Brown
CLERK LAKE CIRCUIT COURT

2011 051082

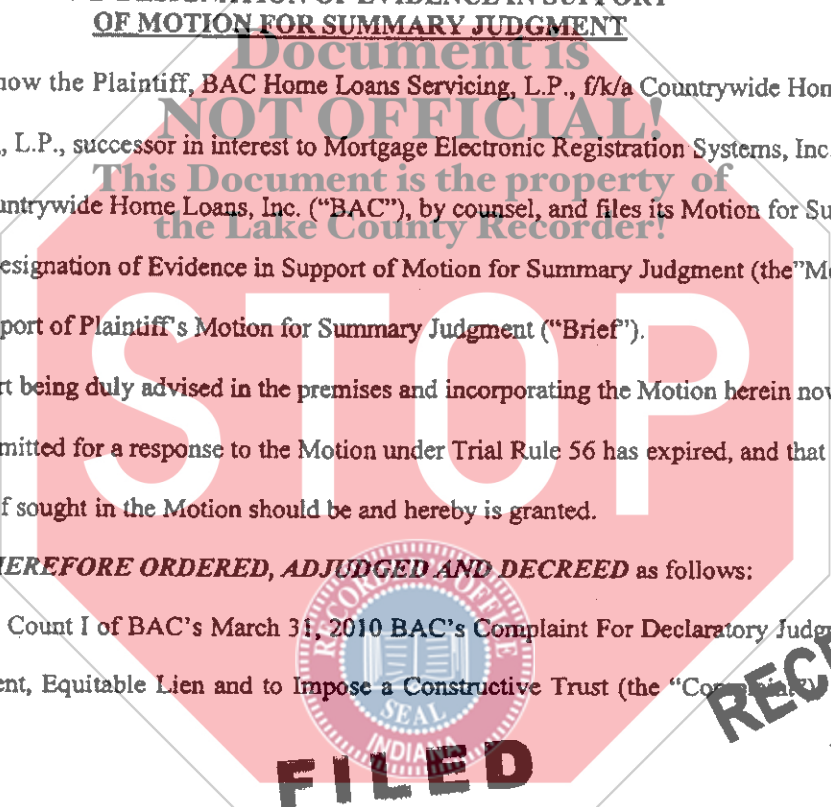
ORDER APPROVING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND DESIGNATION OF EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Comes now the Plaintiff, BAC Home Loans Servicing, L.P., f/k/a Countrywide Home Loans Servicing, L.P., successor in interest to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. ("BAC"), by counsel, and files its Motion for Summary Judgment and Designation of Evidence in Support of Motion for Summary Judgment (the "Motion") and Brief in Support of Plaintiff's Motion for Summary Judgment ("Brief").

The Court being duly advised in the premises and incorporating the Motion herein now finds that the time permitted for a response to the Motion under Trial Rule 56 has expired, and that said Motion and relief sought in the Motion should be and hereby is granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

- As to Count I of BAC's March 31, 2010 BAC's Complaint For Declaratory Judgment, Unjust Enrichment, Equitable Lien and to Impose a Constructive Trust (the "Complaint") as of



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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STATE OF INDIANA
LAKE COUNTY
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January 25, 2006, Scott J. Toomey ("Toomey") is the fee simple owner of the following real estate and improvements, commonly known as 1307 172nd Street, Hammond, Indiana 46324-2422, and which is more particularly described as follows:

LOT 2 IN DAVIS REALTY SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED JULY 14, 1953 IN PLAT BOOK 29, PAGE 110, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA (the "Real Estate").

1. As to Count I of BAC's Complaint, and as of January 25, 2006, title to the Real Estate is hereby quieted in the name of "Scott J. Toomey";

2. Plaintiff, BAC, pursuant to Count I of BAC's Complaint, and the Mortgage attached hereto as Exhibit A, is the holder of a Note and Mortgage that is secured by the Real Estate, and that the Mortgage is a valid first priority lien on and encumbering the Real Estate as of January 25, 2006;

3. The Auditor and Recorder for Lake County, Indiana shall approve and transfer the Real Estate pursuant to this Court's order, and record this order without an executed Sales Disclosure Form, upon payment of any costs and conveyance fees by Plaintiff, BAC, to reflect that the entire fee simple interest is vested and quieted in Scott J. Toomey subject to the Mortgage of BAC.

2. Upon BAC providing the Court notice of the transfer of the Real Estate and upon motion by BAC, the Court will look to dismiss the remaining counts of the Complaint.

Entered this 19 day of ~~June~~ ^{AUGUST}, 2011.

George C. Paras

Judge, Lake Circuit Court



Distribution:

Mary A. Slade
Plunkett Cooney, P.C.
300 N. Meridian St., Suite 990
Indianapolis, IN 46204

Scott J. Toomey
1307 172nd Street
Hammond, IN 46324

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STATE OF INDIANA
LAKE COUNTY
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ALICE BROWN, Plaintiff
vs.
MORTGAGE BANK, Defendant
No. 09-0006-0000000000
F. J. No. 10421
Tax. No. 09-0006-0000000000

MICHAEL A. BROWN
RECORDER

151 529699 0001189466801096
(Debit/Credit #) (Doc #)
MORTGAGE MN1060187-000789983-1

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STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

DEFINITIONS

Words used in reading portions of this document are defined below and other words are defined in Sections 11, 12, 13, 14, 15 and 16. Certain rules regarding the usage of words used in this document are also provided in Section 16.

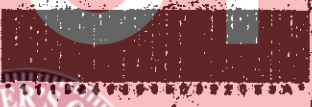
- (A) "Original Instrument" means the document, which is dated JUNE 23, 2008 and is attached to this document.
- (B) "Borrower" is [Name Redacted]

Document is NOT OFFICIAL!

Notwithstanding to whom this Security Instrument is assigned, the Borrower, the Lender, and the Assignee are deemed to be parties to this Security Instrument and shall be bound by the terms and conditions of this Security Instrument. This Security Instrument is subject to the laws of Indiana, and has its address of performance in the County of [Name Redacted], State of Indiana.

(C) "Mortgage" means the mortgage instrument, which is dated JUNE 23, 2008 and is attached to this document, and shall be subject to the laws of NEW YORK. The Mortgage is subject to the laws of NEW YORK and shall be governed by the laws of NEW YORK.

MELANA BANK FUND FUNDING LLC, a Delaware limited liability company, is the assignee of the Mortgage and is the lender under the Mortgage. Its principal office is located at 1500 Peachtree Avenue, N.W., Atlanta, Georgia 30309-1000. Its telephone number is (404) 424-2000. Its fax number is (404) 424-2001.



SJ.

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(B) "Note" means the promissory note signed by Borrower and dated JANUARY 25, 2006. The Note states that Borrower owes Lender FIFTY TWO THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$52,200.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than FEBRUARY 01, 2016.

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

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

(E) "Riders" means all Riders to this Security Instrument that are annexed by Borrower. The following Riders are to be annexed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify)

(F) "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.

(G) "Commonly Assessed Taxes, Fees, and Assessments" means all taxes, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(H) "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 monetary, telegraphic instrument, computer, or magnetic tape to or from, or between 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 transfer, and automated clearinghouse transfers.

(I) "Borrower Taxes" means taxes that are described in Section 5.

(J) "Insurance 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) other proceedings of, or condemnations as to, the value and/or condition of the Property.

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

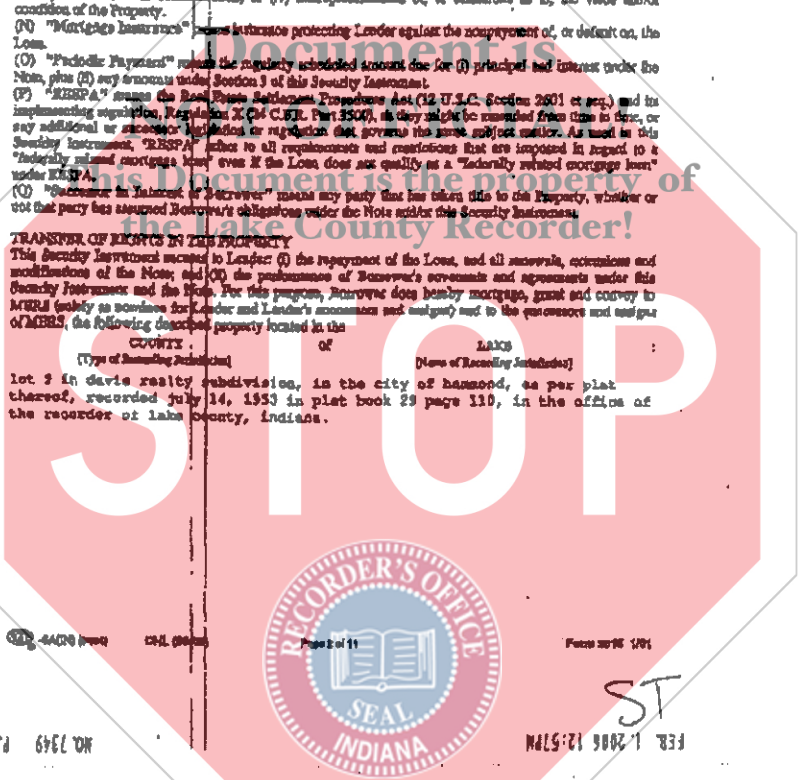
(L) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 5 of this Security Instrument.

(M) "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 regulations or regulations that govern the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and conditions 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.

(N) "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 under the Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender (i) the repayment of the Loan, and all interest, premiums 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 (solely as provided for Lender and Lender's successors and assigns) and to the successors and assigns of LENDER, the following described property located in the

COUNTY of LAKE
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)
lot 2 in Davis Realty subdivision, in the city of Hammond, as per plat thereof, recorded July 14, 1953 in plat book 29 page 110, in the office of the recorder of Lake County, Indiana.



Parcel ID Number: 263302210002

1307 172ND ST, KAMMOND

Indiana 46324-2422 ("Property Address");
IN 0644

DOC ID #: 002118045(901096
which currently has the address of

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 easements and appurtenances 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 execute any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

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

THIS SECURITY INSTRUMENT contains various covenants for marital use and non-entire covenants with limited violations by jurisdiction to constitute a valid security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Borrower Taxes, 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 Borrower Taxes pursuant to Section 2. 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, instrumentally, or orally; 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 other provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is 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 to demand or perfection to its date or return such payment or partial payments in the future, but Lender is not obligated to apply such payments or to the above such payments are accepted. If such Periodic Payment is applied, as of its scheduled due date, then Lender need not pay interest on unpaid 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, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No other or other which Borrower might have now or in the future against Lender shall survive Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Notwithstanding to the contrary 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 such Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, accrued 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, and to the extent due, 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 charge 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 Borrower Taxes. 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 taxes which are, shall or may be levied upon the Property, if any; (b) premiums for any and all insurances required by Lender under Section 5; and (c) Mortgage Insurance premiums, if any, or

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any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 3D. These items are called "Escrow Items." At obligation 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 accounts 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 right 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 to such amount, 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 as then specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of such Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in institution whose deposits are insured by a federal agency, instrumentally, 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 may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds 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 return to Borrower any Funds held by Lender.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fees, and liabilities attributable to the Property which are payable over the term of this Security Instrument, including payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that there is an Escrow Dues, Fees, and Assessments, 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) consents the lien is good faith by, or discharge against enforcement of the lien in, legal proceedings which to Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only such legal 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 strain 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 appraising service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence 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

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subsequent changes each time inspections or similar changes occur which reasonably might affect such determinations or certifications, 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 3 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. Such policies shall include a standard mortgage clause, and shall name Lender as mortgagee under 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 under an additional loss payee.

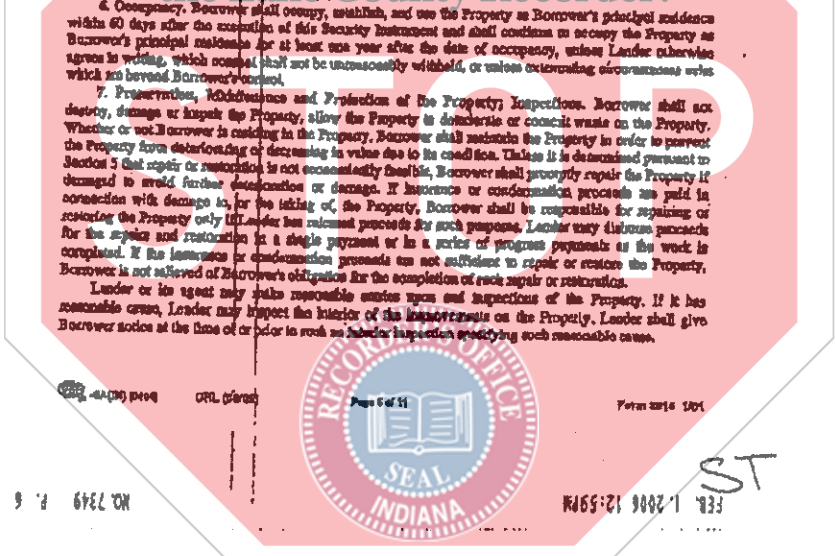
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make part of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. 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 conducted promptly. Lender may disburse proceeds for the repair 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 to Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the exception, 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 amount of unearned premium 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 of the repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whichever is 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 arise which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property. Inspections. Borrower shall not destroy, damage or neglect 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 repair 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 obligations 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 regarding such reasonable cause.



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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"); (i) in 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; (ii) is not personally obligated to pay the sums secured by this Security Instrument; and (iii) 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, attorney's 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; 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 amount is paid, 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. **Notice.** 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. Notices to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirements will satisfy the corresponding requirements 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 restrictions 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: (i) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (ii) words in the singular shall mean and include the plural and vice versa; and (iii) 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.



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If Lender exercises this section, 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 those 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 Redeem After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have improvement of this Security Instrument discontinued at any time prior to the end of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to redeem; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (1) pays Lender all sums which then would be due under this Security Instrument and the Note as if an acceleration had occurred; (2) cures any default of any other covenants or agreements; (3) 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 (4) takes such action as Lender may reasonably require to ensure 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: (1) cash; (2) money order; (3) certified check; (4) 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 (5) Borrower 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 redeem shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Lender; Notices of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale 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 (or other an individual litigant or the members 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 resolution 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: (1) "Hazardous Substances" are those substances declared as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: asbestos, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (4) an "Environmental Condition" means a condition that may 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 otherwise 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 use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender 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 spillage, 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-CONFORMING GOVERNANCE. Borrower and Lender further covenant and agree as follows:

23. **Acceleration Remedies.** Lender shall give notice to Borrower prior to foreclosure following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to foreclosure under Section 21) unless Applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not later 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 invalidity 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 Borrower to pay in full 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 23, including, but not limited to, reasonable attorney's fees and costs of litigation.

24. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party or the fee is not the charging of the fee is permitted under Applicable Law.

25. **Waiver of Defenses and Agreement.** Borrower waives all right of valuation and agreement.

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

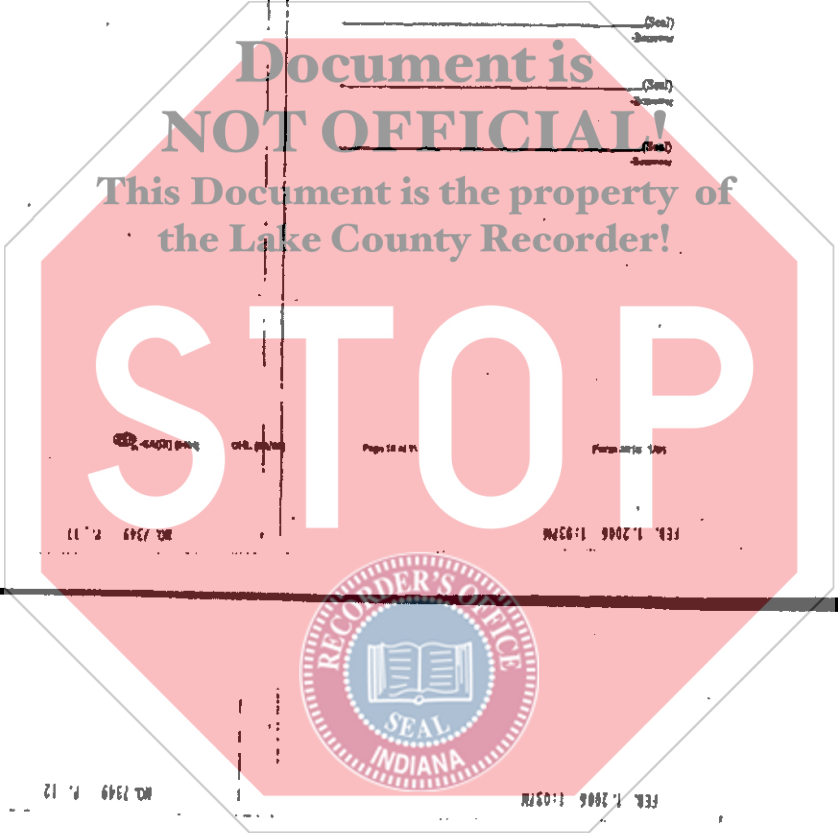
Scott Toomey

SCOTT TOOMEY (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

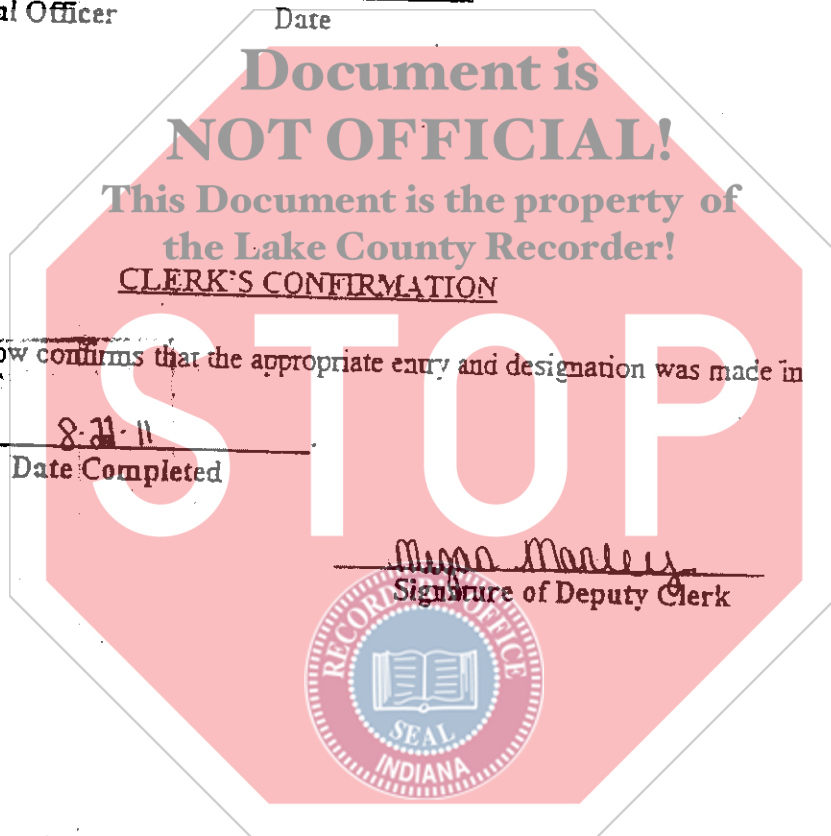


CAUSE NO: 10 MF 210

The Clerk shall now dispose of the Open / Re-Opened file with the following designation for purposes of the QCSR:

By Jury Trial By Bench Trial By Bench Disposition
 Default Dismissed Closed
 Other Venued Out Transferred Out

GCP on 8.19.11
Initials of Judicial Officer Date



The Clerk now confirms that the appropriate entry and designation was made in Court View on 8.21.11
Date Completed

Megan Marley
Signature of Deputy Clerk