

Scott Reale

From: TITAN MOVING & STORAGE <titanmoving@comcast.net>
Sent: Monday, January 11, 2021 9:41 PM
To: Daniel Keester
Cc: Scott Reale; Zoning Inquiries
Subject: Re: 242 SW 9 Street
Attachments: EMAIL TO SELLER.jpeg; FARR LIE 1.jpg; FARR LIE 2.jpg; WEEKLY 1.jpg; WEEKLY 2.jpg; WEEKLY 3.jpg; WEEKLY 4.jpg; WEEKLY 5.jpg; WEEKLY 6.jpg; WEEKLY 7.jpg; WEEKLY 8.jpg; WEEKLY 9.jpg; WEEKLY 10.PNG; WEEKLY 11.jpg; WEEKLY 12.jpg; WEEKLY 13.jpg; WEEKLY 14.jpg; ARPIN MORTGAGE.pdf; MULTIBED1.PNG; MULTIBED2.PNG; MULTIBED3.PNG; MULTIBED4.PNG; MULTIBED5.jpg; MULTI BED FACEBOOK.jpeg

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's **EMAIL ADDRESS** as legitimate and know the contents are safe.

Dear Daniel & Scott,

Below is the list and evidence of our many concerns about the pattern of deceit concerning the operators (Megan Arpin & Aaron Langbein) of 954 Recovery (242 SW 9 ST):

1. Email with photos from Megan Arpin & Aaron Langbein to the Morin's (seller of property)- (see attached-EMAIL TO SELLER) stating that they were "looking for the ideal home to raise our son (and hopefully more kids)" and "this home can be a beautiful future for our baby boy".
2. When the illegal operation of the halfway home was reported to Pompano Code Enforcement (10/13/20), code was informed that they had FARR Certification so code gave them 30 days to produce the documentation. This was a lie, as evidenced by a post by Aaron Langbein on Facebook that they indeed did NOT have FARR certification on 10/15/20. (see attached- FARR LIE 1-2)
3. There is constant moving in/out of people- I see them come/go via Uber with their suitcases. I wasn't privy to the information they provided on their application regarding terms for length of time of stay until our conversation today, otherwise I would have documented via video tape the comings and goings. I assumed that because they blatantly advertise on Facebook their weekly rates, this was a non-issue. (see attached - WEEKLY RENT 1-14). The attachment will prove that their intentions, from the very beginning (look at the different post dates), is weekly and they even advertise on a Facebook page called CASH PAY ONLY HALFWAY HOUSES OF SOUTH FLORIDA.
4. They are listing the home on the application as a 5 bedroom home when the Broward County Property appraiser clearly states its a 4 bedroom home (are they paying taxes on a 5 bedroom???). Again, this is their way to manipulate the system. I also have reason to suspect mortgage fraud as their mortgage clearly states that they are to occupy, as their principal residence, for at least one year. (see attached-ARPIN MORTGAGE sect. 6). I would also guess, based on said

mortgage, that they didn't purchase the home as a business investment. Needless to say, I will be reporting suspected mortgage fraud and a neighbor already reported it to the FBI. Also, I find it interesting that Aaron is not listed as an owner on Broward Co. Property Appraiser when it clearly shows him as a borrower on the mortgage.. And even more so, that her original application was for Modify your Reality, LLC (which Aaron isn't listed as an officer). Could they be trying to keep Aaron's name off due to his prior felonies and prison time??? Or are there other reasons...

5. They have multiple beds in the house per room- one bedroom has 3 beds and a trundle bed (5beds?) and other rooms show a set of bunk beds and a single bed (3 beds). There is also a picture of a trundle bed in a living room (picture #5). I am pretty sure that Broward County has a 2 heart beats per room law. Do they get a special exemption for this??? (see attached- MULTIBED 1-5). Also, there is a Facebook post where Aaron Langbein proudly boasts his 4 people per bed room (see attached-MULTIBED FACEBOOK).

I believe they NEVER intended to properly and legally obtain BTR, FARR CERT, or any other requirements UNTIL we reported them. PLEASE, do not buy into Megan's sweet Georgia Peach innocence and Aaron's Mr. Do Good attitude. These people are not naive, they work at Recovery Centers, and know EXACTLY what is required. They have been deceptive from the beginning with City Agencies and the residents of Lyons Park- I do not trust them!

This letter only addresses the deceitfulness of the halfway house- we have other multiple issues and concerns.

If you have any questions or concerns, please feel free to reach out to me.

Thank you,

Jennifer Collins
(954) 854-9848

On 01/11/2021 6:06 PM Daniel Keester <daniel.keester@copbfl.com> wrote:

Jennifer Collins,

Thanks for taking the time to discuss your concerns about this application. As we discussed, I've attached to this email a copy of the notice that you will receive in the mail shortly (as a resident in the neighborhood). I've copied the Senior Planner, Scott Reale, on this email for your reference. He has been reviewing this application, which will be on the next Zoning Board of Appeals agenda. Based on some of the information that you have, please forward it to Scott Reale, so that it can be transmitted to the Board members in advance of the meeting. Staff & the Board can review the items of concerns that we discussed over the phone, before the meeting if you submit it in advance.

As requested, I've attached a copy of the Application that Megan Arpin submitted to the City (where they identified a 5 bedroom house & provided a yearlong lease that they allegedly

provide to their tenants). We will require a floor plan, with their next submittal (it does not appear as though one was submitted for the Special Exception application). As I mentioned over the phone, if their tenants are staying shorter than 12 months at a time, then it would require another special exception approval from the Zoning Board of Appeals. We'll need to make sure that's clear to the Applicant at (or before) the hearing. If you have evidence that suggests the tenants are staying shorter, please share that with us.

Lastly, the criteria that the Zoning Board of Appeals will be asked to consider when reviewing their application is below, based on the information they submitted with their application it is only the first criteria that they needed to address, since there is another community residence located within 660 feet. I've highlighted the relevant section:

Special Exception Review Standards for Community Residences

A Special Exception for a community residence (family or transitional) shall be approved by simple majority vote of the Board members present, only on a finding that there is competent substantial evidence in the record that the Special Exception meets the following applicable standards:

1. When the proposed community residence arrangement is required to obtain a special exception because it would be located within 660 linear feet of an existing community residence or recovery community:

- a. The applicant demonstrates that the proposed community residence will not interfere with the normalization and community integration of the residents of any existing community residence or recovery community and that the presence of other community residences or recovery communities will not interfere with the normalization and community integration of the residents of the proposed community residence, and
- b. The applicant demonstrates that the proposed community residence in combination with any existing community residences and/or recovery communities will not alter the residential character of the surrounding neighborhood by creating an institutional atmosphere or by creating or intensifying an institutional atmosphere or de facto social service district by concentrating or clustering community residences and/or recovery communities on a block face or in a neighborhood.

2. When the proposed community residence is required to obtain a special exception because the State of Florida does not offer a license or certification for this type of community residence and the population it would serve, the applicant must demonstrate that:

- a. The proposed community residence will be operated in a manner effectively similar to that of a licensed or certified community residence;
- b. Staff will be adequately trained in accord with standards typically required by licensing or state certification for a community residence;
- c. The community residence will emulate a biological family and be operated to achieve normalization and community integration; and
- d. The rules and practices governing how the community residence is operated will actually protect residents from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications.

3. In districts where a community residence is allowed as a special exception, the community residence shall be approved only on a finding that there is competent substantial evidence in the record that the Special Exception meets the applicable standards:

- a. The applicant demonstrates that the proposed community residence will not interfere with the normalization and community integration of the residents of any existing community residence and/or recovery community and that the presence of other community residences and/or any recovery communities will not interfere with the normalization and community integration of the residents of the proposed community residence;
- b. The applicant demonstrates that the proposed community residence in combination with any existing community residences and/or recovery communities will not alter the residential character of the surrounding neighborhood by creating an institutional atmosphere or by creating or intensifying a de facto social service district by concentrating or clustering community residences and/or any recovery community on a block or in a neighborhood, and
- c. The applicant demonstrates that the proposed community residence will be compatible with the residential uses allowed as of right in the zoning district;
- d. When the proposed community residence would be located in a single-family zoning district, the applicant demonstrates that the proposed transitional community residence, alone or in combination with any existing community residences, will not alter the residential stability of the single-family zoning district;
- e. The applicant demonstrates that the applicant or the proposed community residence has been granted certification by the State of Florida or license required by the State of Florida; and
- f. When the State of Florida does not offer certification or require a license for this type of transitional community residence and the population it would serve, the application demonstrates that:
 - i. The proposed community residence will be operated in a manner effectively similar to that of a licensed or certified community residence;
 - ii. Staff will be adequately trained in accord with standards typically required by licensing or state certification for a community residence;
 - iii. The community residence will emulate a biological family and be operated to achieve normalization and community integration; and
 - iv. The rules and practices governing how the community residence is operated will actually protect residents from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications.



Please be advised the hours of operation for City Hall is: Monday – Thursday, 7 AM – 6 PM.

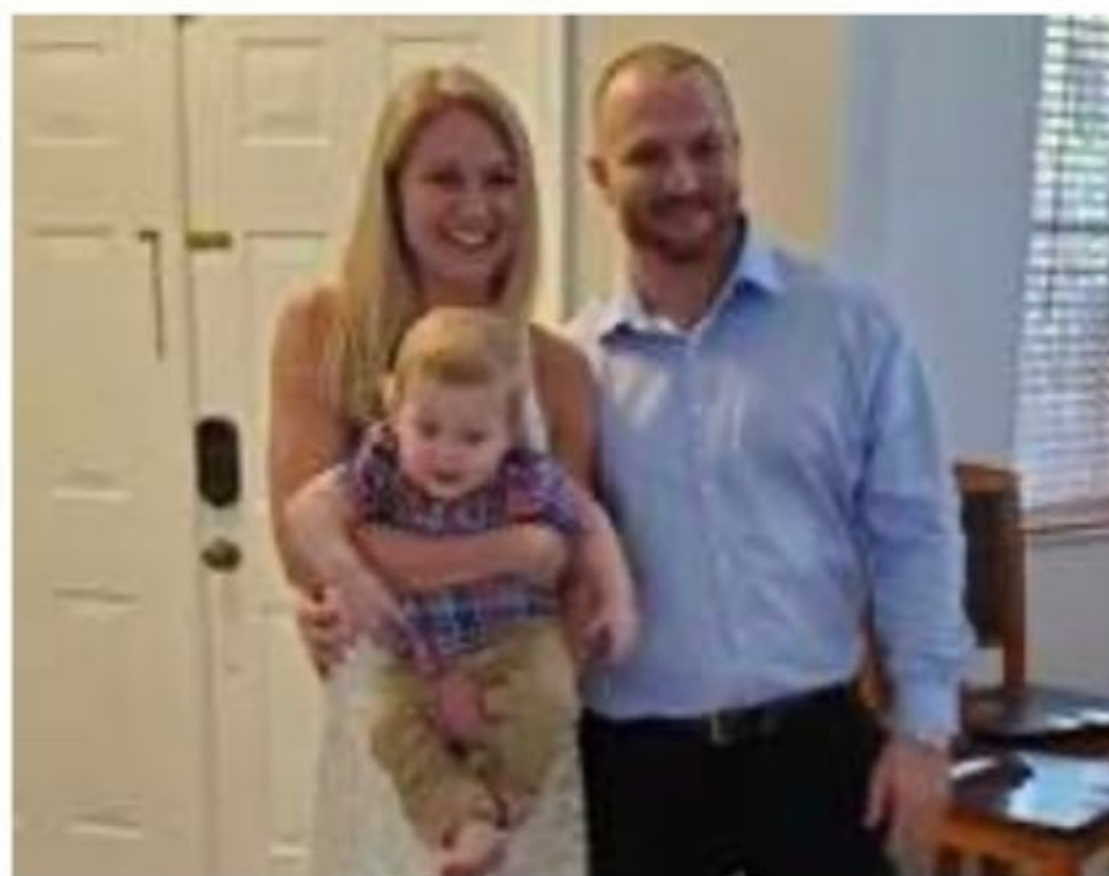
Dear Mr. Morin,

My husband and I have been home searching for a bit now, looking for the ideal home to raise our son (and hopefully more kids), close to our work places, and in a nice area. When we saw your house, we knew it was perfect. I have always worked a bit from home and commuted to my office, but due to COVID, my husband has now been working from home several days a week as well. His office is just a few minutes away from this house. Unfortunately, also due to COVID, he has received a pay cut, which has been hard on us and altered our original plans. I'm sure you can understand, we are doing our best to provide a nice home for our 2-year-old son, but we need be practical and within our budget. We know that your asking price is more; however, this is all that we can afford at this time. The circumstances of the pandemic have dramatically affected our financial means even though we are fortunate enough still have employment. This home can be a beautiful future for our baby boy. We want to raise a loving family here and still have the space to work efficiently (utilizing the upstairs). Please consider this offer. Our goal is to build a beautiful future filled with love and happiness, and this home could be the foundation!

Thank you for your time and consideration.

With Love,

Megan, Aaron, and Maddox



12/02/2020 9:38 PM



Today
10:27 AM

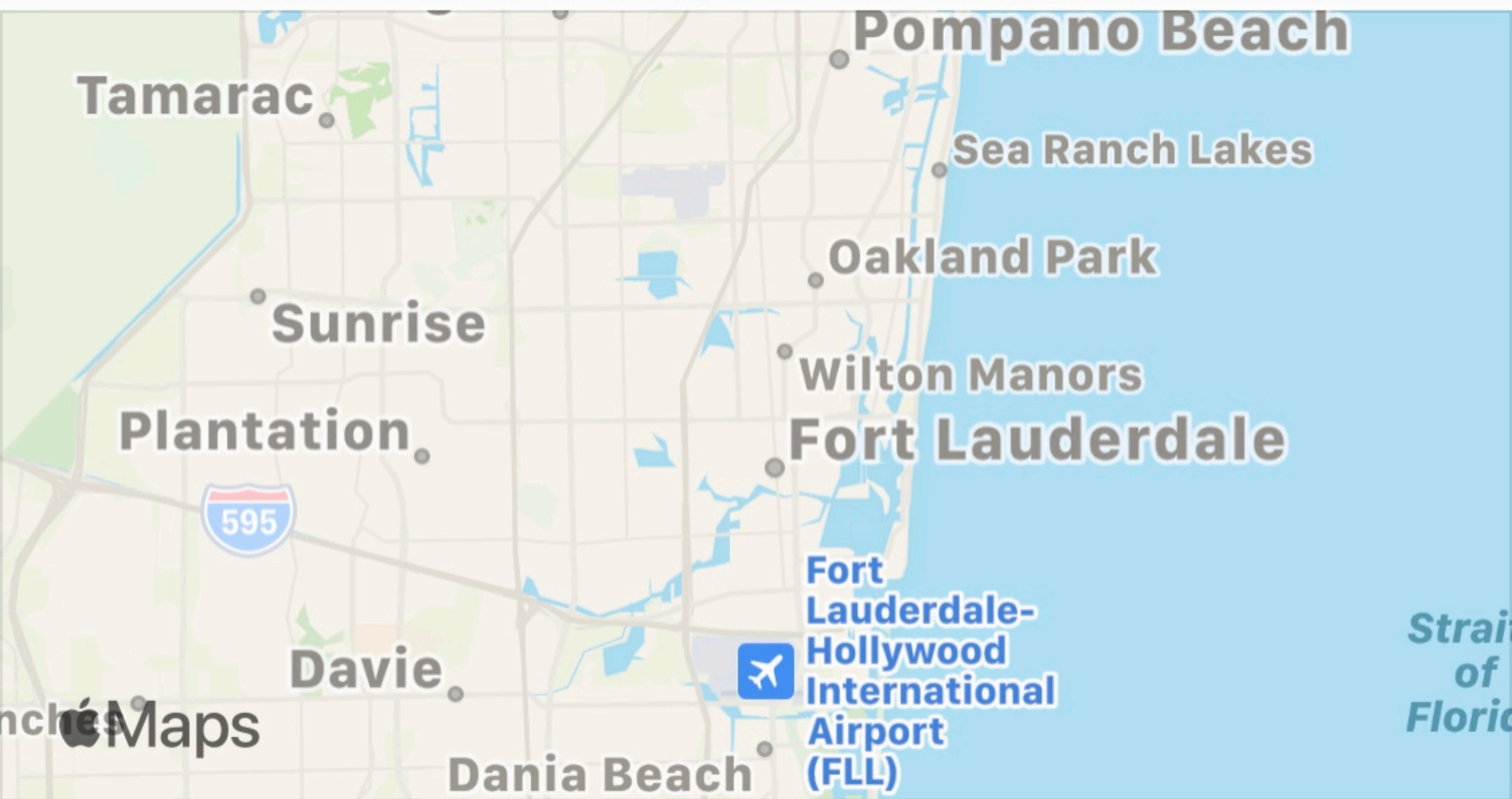
Edit



Geneva Smedley is  looking for recommendations.

2d · 

Hey lovely people. I have a female client looking for a FARR certified location in Fort Lauderdale, pompano area that accepts MAT program. Thanks in advance



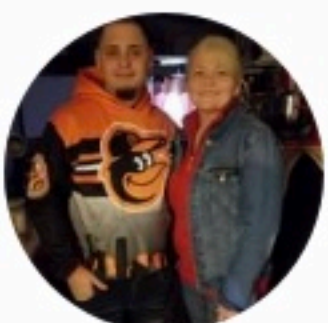
NO RECOMMENDATIONS YET



Like



Share



Brad Reichenberg
Fellowship living does



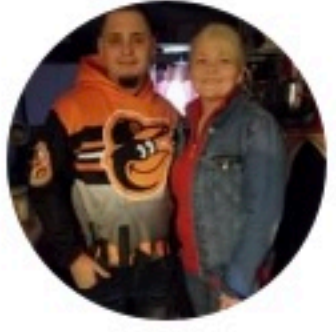
Geneva's Post



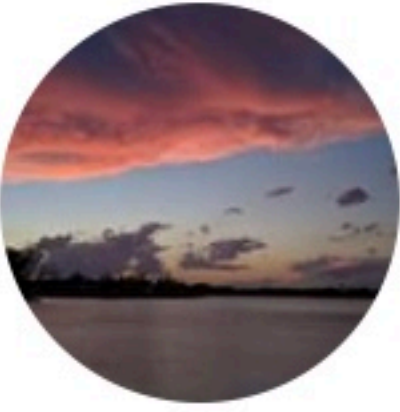
Like



Share



Brad Reichenberg
Fellowship living does



Fellowship Living Facilit...
\$ · Addiction Treatment Center

2d Like



Geneva Smedley
Brad Reichenberg yeah
they changed the protocol
to 8mg and my client is on
10 so seeing what other
options out of them till she
can get it lowered

2d Like



Meagan Bailey
Aaron Langbein?

2d Like



Aaron Langbein
Meagan Bailey thank you.
We aren't FARR yet.

2d Like



Aaron's Post



Lauren J Wilson-Sauer
4 beds in one room? Let me
guess 1 bathroom to share?!

3d Like



Aaron Langbein
[Lauren J Wilson-Sauer](#)
exactly! Great guess!

3d Like



Lauren J Wilson-Sauer
[Aaron Langbein](#) I figured.
I'm one room alone, that's
about \$1k a week, right?
Plus UAs weekly, right?

3d Like



Aaron Langbein
[Lauren J Wilson-Sauer](#)
negative on that one.

3d Like



Lauren J Wilson-Sauer
[Aaron Langbein](#) good to
know!

3d Like



9+



10/29/2020 11:58 AM



Aaron Langbein ► Cash Pay Only Halfway Houses Of South Florida · [Join](#)

3d · 🌐

954 Recovery Received our FARR
accreditation! We have beds open in
both Pompano Beach and Fort
Lauderdale for males. \$175/wk!

Call/text Rachelle for more info (912)
464-2905





**Aaron Langbein ► Florida
Addiction Professionals
Networking & Referral
Association · [Join](#)**

2d ·

954 Recovery is now officially FARR accredited. We are an all male recovery residence with locations in Fort Lauderdale and Pompano Beach. We proudly accept men who are on the Medication assisted Recovery path. Our Pompano Beach house charges \$180 a week for rent and our Fort Lauderdale House charges \$175. If you would like to see pictures of our houses please check out our website below www.954recoverygroup.com

1 of 1



This Certifies That

954 Recovery



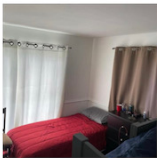
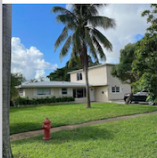
Aaron Langbein ▶ **Cash Pay** ...
**Only Halfway Houses Of
South Florida** · [Join](#)

11h · 🌐

[954 Recovery](#) has a couple beds open
in Pompano Beach.

We're only accepting stable males who
are serious about recovery and being a
productive member of society.

\$180/wk call or text [Rachelle](#) (912)
464-2905





954 Recovery



Nov 25, 2020 · 🌐

QUALITY SOBER HOMES located in Pompano Beach and Fort Lauderdale for Males. \$175 a week! MAT Friendly!

Call Rachelle @ (912) 464-2905 or visit our website for more info

www.954recoverygroup.com





954 Recovery

Oct 11, 2020 · 🌐



954 Recovery is an all male recovery residence located in Pompano Beach, FL. We charge \$180 a week. For more info send us a message or call Rachelle at (912) 464-2905.



5

5 Shares 1K Views



Like



Comment



Share



954 Recovery

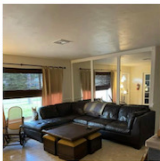
Oct 31, 2020 · 🌐

SOBER LIVING for \$180 a week! MAT friendly.

***Male beds open in Pompano Beach!**

***Female and Male beds open in Fort Lauderdale.**

Call/text Rachelle at (912) 464-2905





954 Recovery is in Pompano Beach, Florida.



Nov 29, 2020 · 🌐

Our Pompano Beach house has a beautiful pool... \$180/wk for males





954 Recovery



Nov 25, 2020 · 🌐

QUALITY SOBER HOMES located in Pompano Beach and Fort Lauderdale for Males. \$175 a week! MAT Friendly!

Call Rachelle @ (912) 464-2905 or visit our website for more info

www.954recoverygroup.com





954 Recovery



Nov 18, 2020 · 🌐

954 Recovery currently has one male bed open in Pompano Beach @ \$180/wk and male beds open in Fort Lauderdale @ \$175/wk.

We accept men on Medication assisted treatment.

For more info or to reserve a bed please call Rachelle @ (912) 464-2905





954 Recovery



Home

Posts

Reviews

Videos

Ph

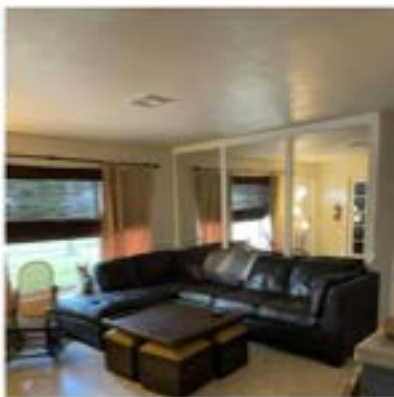
**954 Recovery**Oct 31, 2020 · 

SOBER LIVING for \$180 a week! MAT friendly.

***Male beds open in Pompano Beach!**

***Female and Male beds open in Fort Lauderdale.**

Call/text Rachelle at (912) 464-2905

**Send Message**



954 Recovery

Oct 31, 2020 · 🌐



SOBER LIVING for \$180 a week! MAT friendly.

***Male beds open in Pompano Beach!**

***Female and Male beds open in Fort Lauderdale.**

Call/text Rachelle at (912) 464-2905





954 Recovery

Oct 30, 2020 · 🌐



That pool is looking nice today.. \$180/
wk..





954 Recovery

Oct 11, 2020 · 🌐



954 Recovery is an all male recovery residence located in Pompano Beach, FL. We charge \$180 a week. For more info send us a message or call Rachelle at (912) 464-2905.





954 Recovery

Sep 17, 2020 · 🌐



💥💥💥 Pompano Beach 💥💥💥

We have 7 beds up and running right now! You can move in today. \$180 a week and a \$170 administrative fee to get in. Call/Text Rachelle for more info (912) 464-2905. Stable/Mature males only!



Broward County Commission

Mtg Doc Stamps: \$1331.05 Int Tax: \$760.58

This Instrument Prepared By:
Christine E Jackson
1 Neshaminy Interplex Dr. Suite 310
Trevose, Pennsylvania 19053

After Recording Return To:
AMRES CORPORATION
1 NESHAMINY INTERPLEX DRIVE STE 310
FEASTERVILLE TREVOS, PENNSYLVANIA 19053
Loan Number: 26972

[Space Above This Line For Recording Data]

FHA Case No:
095-5707994-703

MORTGAGE

MIN: 101335010000269721

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 15, 2020, together with all Riders to this document.

(B) "Borrower" is Megan Arpin, a married woman joined by her spouse, Aaron Langbein

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is AMRES CORPORATION

Lender is a CORPORATION organized and existing under the laws of PENNSYLVANIA
Lender's address is 1 NESHAMINY INTERPLEX DRIVE STE 310, FEASTERVILLE TREVOS, PENNSYLVANIA 19053

15

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 15, 2020. The Note states that Borrower owes Lender THREE HUNDRED EIGHTY THOUSAND TWO HUNDRED NINETY AND 00/100 Dollars (U.S. \$ 380,290.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2050.

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of

Broward

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Lot 4, Block 4, of LYONS PARK, according to the plat thereof, as recorded in Plat Book 33, Page(s) 28, of the Public Records of Broward County, Florida.
A.P.N.: 4942-02-13-0720

which currently has the address of

242 SW 9th Street

[Street]

Pompano Beach

, Florida

33060

("Property Address"):

[City]

[Zip Code]

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

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds

for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines

that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise

agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower

must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

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

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

Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

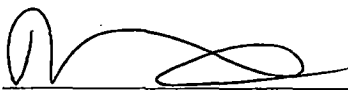
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default;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


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


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

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


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


_____(Seal)
Megan Arpin -Borrower
7420 NW 1st Place, Plantation, FL 33317


_____(Seal)
Aaron Langbein -Borrower
242 SW 9th Street, Pompano
Beach, Florida 33060



Witness KIRK WAYNE



Witness Robert Ernst

[Space Below This Line For Acknowledgment]

State of FLORIDA)
County of BROWARD)

The foregoing instrument was acknowledged before me by means of:

☒ Physical Presence,

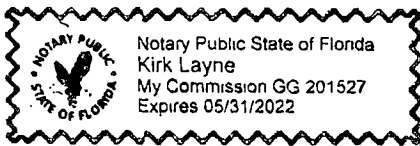
- OR -

☐ Online Notarization,

this 15th day of SEPTEMBER, 2020, by
Date Month Year

Megan Arpin AND Aaron Langbein

Name of Person Acknowledging



Signature of Notary Public - State of Florida

KIRK LAYNE
Name of Notary Typed, Printed or Stamped

(Place Notary Seal Stamp Above)

☐ Personally Known

☒ Produced Identification

Type of Identification Produced:

GEORGIA DL & FL/DL

Loan Originator: Carl J Colello, NMLSR ID 325518

Loan Originator Organization: American Residential Lending, NMLSR ID 1359704

Loan Number: 26972

Date: SEPTEMBER 15, 2020

Property Address: 242 SW 9th Street, Pompano Beach, Florida 33060

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 4, Block 4, of LYONS PARK, according to the plat thereof, as recorded in Plat Book 33, Page(s) 28, of the Public Records of Broward County, Florida.
A.P.N. #: 4942-02-13-0720