

Appendix 1

Response from
Mr. Shawn Beightol

IG08-43

OFFICE OF THE INSPECTOR
GENERAL OF MIAMI-DADE COUNTY,

Inspector,

adv.

SHAWN BEIGHTOL, an individual,

Respondent.

THE OFFICE OF THE INSPECTOR
GENERAL IN AND FOR MIAMI-DADE
COUNTY, FLORIDA

CASE NO.: IG08-43 July 28, 2008

INSPECTOR GENERAL:
CHRISTOPHER R. MAZZELLA

**RESPONDENT SHAWN BEIGHTOL'S RESPONSES TO THE INSPECTOR
GENERAL'S DRAFT REPORT**

Respondent, SHAWN BEIGHTOL, by and through his undersigned counsel and pursuant to § 2-1076(f) of the Code of Miami-Dade County, hereby serves his Responses to the draft report of the Inspector, OFFICE OF THE INSPECTOR GENERAL OF MIAMI-DADE COUNTY, and alleges the following in support thereof:

I. NATURE OF MR. BEIGHTOL'S REPLY

On July 28, 2008, Mr. Beightol received from the Inspector General (*hereinafter* the "IG") a draft report to which, on or before August 11, 2008 and pursuant to § 2-1076 (f) of the Code of Miami-Dade County, Mr. Beightol is permitted to formally respond. The draft report alleges that Mr. Beightol *may* have wrongfully applied for and received affordable housing funds through the Housing Finance Authority of Miami-Dade County (*hereinafter* the "HFA").

Opposing the assertion in the IG's draft report and in support of his formal response, Mr. Beightol defends his actions, denies the assertion made by the IG and states that:

OFFICE OF THE
INSPECTOR GENERAL
2008 AUG - 8 PM 12:07

- A) there is an insufficient showing of evidence from the exhibits attached to the IG's draft complaint to corroborate the IG's assertions that, as a condition for financing, there is any "requirement" other than the *original intent* (as described in the mortgage instrument, itself) of Mr. Beightol to personally occupy the home to *initially qualify* for the HFA's 80/20 loan program and that, unforeseeable financial inability to execute upon that intent, later rises to the level of fraud - criminal or civil;
- B) there is an insufficient showing of evidence from the exhibits attached to the IG's draft complaint to corroborate the IG's allegation that Mr. Beightol never intended to personally occupy the home;
- C) the assertions made by the IG that HFA funds were used to "pay a fee" to J.P. Morgan Chase Bank is unfounded; the HFA secondary mortgage is "subordinate financing" and not a fee; the HFA still owns the second mortgage and NEVER purchased the primary mortgage from J.P. Morgan Chase Bank.
- D) throughout the draft report which is meant to advise, *inter alia*, law enforcement and various ethics committees, the IG makes absolute, legal determinations concerning legal obligations under both the first and second mortgages which are misleading and which are outside the IG's scope of authority pursuant to § 2-1076 (d) (7) of the Code of Miami-Dade County.

II. MEMORANDUM OF LAW

In the draft report of the Office of the Inspector general, several allegations against Mr. Beightol are either inaccurately made or could not possibly be determined from the evidence presented. Further, casual interpretations of both binding legal instruments and Florida housing authority law are used in a misleading manner to amplify allegations of fraud and misconduct. Finally, the factual summary and assertions of the OIG's investigation differ drastically from this Firm's investigation, the findings of the Assistant State Attorney and from information sworn under notarized affidavit.

A) An insufficient showing of evidence of an inflexible occupancy "requirement".

To state in the draft report that there is any "requirement" other than the *original intent* of Mr. Beightol to personally occupy the home to *initially qualify* for the HFA's 80/20 loan is a complete inaccuracy. The HFA was created pursuant to the "Florida Housing Finance Authority Law", Chapters 78-79, Laws of Florida; Florida Statutes § 159.601 et seq. Locally implementing Florida law and pursuant to Article XXIB "Housing Finance Authority" of the Code of Miami-Dade County, Miami-Dade County created the HFA seeking to assist qualified applicants in purchasing a home in Miami-Dade County - not, necessarily a "first home" as the draft report states (See Sec. 2-191.2 of the Code). Under Section 2-191.7 (b) of the Code, the "Rules and Regulations for Program Eligibility" states that, *inter alia*, "...standards or criteria for determining whether persons are 'eligible persons' in the program shall be submitted to and approved by the Board of County Commissioners". Assuming, *arguendo*, that the HFA has complied with this section of the Code, then all eligibility requirements and certainly the legal instruments (mortgages) used

or otherwise under the control or supervision of the HFA reduce to writing the eligibility requirements approved by the Board of County Commissioners. At the very least, mortgages meant to mirror the eligibility requirements must be examined by the HFA or the Board of County Commissioners to ensure that the eligibility requirements are accurately reflected by private entities such as, in this case, Chase Home Finance.

Exhibit "C" to the draft report is a copy of Mr. Beightol's HFA-backed second mortgage. The very first "Whereas" clause states, *inter alia*:

"..the Borrower, along with his/her/their family, ***INTENDS*** to reside in the Property (as defined herein), which Property is a single-family residence, the Borrower's is eligible to participate in the Lenders Mortgage Revenue Bond Program..." [emphasis added].

Though the draft report states as clear fact that there is an HFA legal "requirement" to personally occupy the property, the second mortgage itself clearly requires only Mr. Beightol's original *intent* to personally occupy the home. Nowhere in this draft report is it shown that Mr. Beightol was aware of an absolute requirement of occupancy vis-à-vis the HFA and, *ab initio*, set out to willfully commit fraud - criminal or civil - by executing a document with requirements opposite to his intentions. Mr. Beightol's unforeseeable financial inability to execute upon that intent, as more fully discussed, *infra*, in no way later rises to the level of fraud - criminal or civil. The HFA's possible negligence in not making their intentions clear should not be imputed to Mr. Beightol.

Exhibit "B" to the draft report is Mr. Beightol's primary mortgage which, in Paragraph 6, requires personal occupancy of the home within 60 days. However, Paragraph 6 also

clearly abrogates this requirement if “..extenuating circumstances exist which are beyond Borrower’s control”. Mr. Beightol’s unforeseeable financial inability to execute upon that occupancy, as more fully discussed, *infra*, arguably qualifies as “extenuating circumstances”. Mr. Beightol’s primary mortgage is separate and distinct from the second mortgage accepted by Chase with HFA backing. As discussed more fully, *infra*, the IG’s legal interpretation of the terms of the primary mortgage and independent determination as fact that Mr. Beightol’s extenuating circumstances do not pass muster is overreaching, beyond the scope of the IG’s authority and, at best, an opinion best left to the court or the parties to the mortgage themselves.

B) An insufficient showing of Mr. Beightol’s alleged contrary intent.

As to intent, the IG’s draft report twists the significance of Mr. Beightol’s form 1003 (mortgage application - IG’s Exhibit “A”) by pointing to section II as evidence of fraud where Mr. Beightol checks that the property will be his primary residence. Conveniently enough, the IG’s report makes no mention of Mr. Beightol’s response to section VIII (declarations). In that section, Mr. Beightol checks the box “yes” which asks “Do you *INTEND* to occupy the property as your primary residence?”. Thought the IG’s draft report does not hesitate to point to Mr. Beightol’s answers in his 1003 as indicia of fraud, the only conclusion one could possibly draw from Mr. Beightol’s declarations is that Mr. Beightol possessed original intent to personally occupy the home. Any finding to the contrary is an over-reaching determination that should not be cast as fact.

Lest there be any misunderstanding regarding the honest, original intent of Mr. Beightol to personally occupy the home, all one would need to consider are the words of

Mr. Beightol's unlikely tenant, Melissa Yerecici. Though the draft report claims that the OIG interviewed Ms. Yerecici and that Ms. Yerecici established Mr. Beightol's contrary intent, Ms. Yerecici's original, sworn affidavit absolutely contradicts the entire draft report. The original, sworn affidavit of Ms. Yerecici is attached to this memorandum as Exhibit "A" and is hereby incorporated by reference. Ms. Yerecici states that she was always aware of Mr. Beightol's intent to personally occupy the home and that Mr. Beightol's financial difficulties facilitated her tenancy. The sworn words of Ms. Yerecici illuminates Mr. Beightol's original intent, backs his claim of financial difficulty and absolves Mr. Beightol of the allegation that he never originally intended to personally occupy the home and that, *ab initio*, Mr. Beightol willfully intended to commit fraud - criminal or civil.

If the affidavit weren't enough proof of Mr. Beightol's intent, consider the report of Howard Rosen, Assistant State Attorney, issued on July 17, 2008. A true and correct copy of assistant State Attorney Howard Rosen's July 17, 2008 report is attached to this memorandum as Exhibit "B" and is hereby incorporated by reference. In the report of the A.S.A., Mr. Rosen does, indeed state that Mr. Beightol's homestead exemption proves that Mr. Beightol never personally occupied the home. However, Mr. Rosen's report further contradicts the many inferences made by the draft report that, somehow, this homestead exemption filing alone demonstrates that Mr. Beightol never originally intended to personally occupy the home. Mr. Rosen's description of Mr. Beightol's difficult financial situation substantiates why Mr. Beightol never personally occupied the home and also explains more fully why Mr. Beightol was forced to "rent" the home. Casting Mr. Beightol in the worst possible light, the IG's draft report fails to supplement its discussion of Mr.

Beightol's campaign and homestead exemption filings with the full picture. The very details of Mr. Beightol's dire financial reality which Mr. Rosen's report fully illustrates, underscores that the IG's consideration of an Assistant State Attorney's report should not only carry legitimacy and significance, but should not be ignored. Consideration of Mr. Rosen's report absolutely establishes that Mr. Beightol never willfully intended to commit fraud - criminal or civil - and always intended to personally occupy the home from day one.

C) HFA did not pay a "fee" to J.P. Morgan Chase Bank or "repurchase" the loan.

To say the least, it is impossible without the benefit of a Federal Truth In Lending Statement and a HUD 1 Settlement Statement to allege with a straight face that J.P. Morgan Chase Bank was paid any fee by the HFA. Such fees would be enumerated in the "800's" section of the HUD 1 Settlement Statement and would never be identifiable with any degree of certainty by the exhibits provided by the IG in the draft report. Though the IG's Exhibit A (1003) shows the details of the transaction in section VII, the only fee properly determinable came from the seller (closing costs) and earnest money (the payor is not identified). The amount of \$39,180.00 represents money that the HFA paid as the 20% down payment, however this payment is secured by a subordinate second mortgage and is not a fee. Further, confusion ensues from the IG's draft report's footnote 2 where it claims that the HFA "purchased" the primary mortgage. There is no loan purchase agreement or an assignment of mortgage agreement attached to the draft report to substantiate this claim. A cursory search of public records, in fact, shows that, as of the date of the IG's draft report, the HFA still owned the second mortgage. The IG is correct, however in stating that the primary mortgage has been purchased. The primary mortgage

was, indeed, purchased - by Citimortgage, Inc. On April 29, 2008, an assignment of mortgage was recorded in Miami-Dade county to reflect that purchase. A copy of the public record search is attached to this memorandum as Exhibit "C" and is hereby incorporated by reference. Inasmuch as the business practices of the HFA may be interesting, such fodder regarding the financial decisions of public authorities has absolutely nothing to do with whether Mr. Beightol "wrongfully applied for affordable housing funds through the HFA" and, therefore, may have committed criminal or civil fraud.

D) Legal determinations in the draft report are made outside the scope of authority.

Section 2-1076 (d) (7) of the Code of Miami-Dade County states:

"Where the Inspector General detects corruption or fraud, he or she shall notify the appropriate law enforcement agencies. Subsequent to notifying the proper law enforcement agencies, the Inspector General may assist the law enforcement agency in concluding the investigation..."

Section 2-1076 (d) (5) of the Code of Miami-Dade County states:

"The Inspector General shall also be authorized to conduct any reviews, audits, inspections, investigations, or analyses relating to departments, offices, boards, activities programs and agencies of the County and the Public Health Trust."

Section 2-1076 (d) (9) of the Code of Miami-Dade County states:

"The Inspector General shall have the power to review and investigate any citizen's complaints regarding **County or Public Health Trust** projects, programs, **contracts or transactions**"

The IG certainly has the right to seek out fraud and inform law enforcement agencies of possible fraud. The IG certainly has the authority to investigate and conduct reviews of offices, boards and the like. The IG can investigate county contracts or transactions. However, it is without the scope of the IG's authority to draft reports which cause the IG (who is inactive on the Florida Bar and ineligible to practice law in the State of Florida) to conduct legal analysis and make legal make legal determinations about non-public contracts such as the primary mortgage document. It is also questionable whether conclusive legal analysis (the IG's choice of the word "requirement" over the meaning of the word "intent") can be used to bolster an investigation of public contract fraud when the result could be an unfair sway of opinion. If the authority scope of the IG truly does stretch this far, draft reports with inaccurate analyses such as this one could cause unwarranted and unnecessary legal trouble including incarceration for someone like Mr. Beightol. That result would be inexcusable.

III. CONCLUSION

Mr. Beightol never wrongfully applied for and received affordable housing funds from the HFA. There is insufficient evidence to make any other conclusion. Mr. Beightol committed no fraud simply by being financially unable to follow through on his original intent as stated. There is no "requirement" that, *ab initio*, Mr. Beightol intentionally circumvented to obtain funds. Mr. Beightol's original intent is well documented and remains unchanged. In no way does Mr. Beightol's financial inability to follow through on his intent rise to the level of fraud. The final report of the Inspector General should

conclude that Mr. Beightol is not a party to fraud or any other tort or crime with regard to his 2006 application for HFA funds. Mr. Beightol, in no way "wrongly applied for and received affordable housing funds through the HFA.

WHEREFORE, Respondent, Shawn Beightol, respectfully requests that the Inspector General consider the arguments and exhibits attached hereto in Mr. Beightol's Reply, incorporate Mr. Beightol's full reply with exhibits into the final report and cease any further action or pursuit of Mr. Beightol vis-à-vis the above-referenced claim.

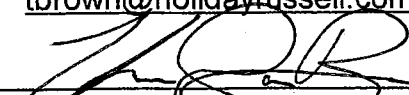
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Facsimile (305.579.2656) and by private courier on: Christopher R. Mazzella, Inspector General, Office of the Inspector General for Miami-Dade County, 19 West Flagler Street, Suite 220, Miami, Florida 33130 this 08th day of August, 2008.

Respectfully submitted,

THE LAW OFFICES OF
HOLIDAY HUNT RUSSELL, CHARTERED
Attorneys for Respondent Beightol
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Hollywood, Florida 33020
Telephone: 954.920.5153
Facsimile: 954.920.5126
Email: hhrussell@holidayrussell.com
tbrown@holidayrussell.com

By: _____


HOLIDAY HUNT RUSSELL, ESQ.
FL BAR NO.: 955914
THOMAS JAY BROWN, ESQ.
FL BAR NO.: 10302

OFFICE OF THE INSPECTOR
GENERAL OF MIAMI-DADE COUNTY,

Inspector,

adv.

SHAWN BEIGHTOL, an individual,

Respondent.

THE OFFICE OF THE INSPECTOR
GENERAL IN AND FOR MIAMI-DADE
COUNTY, FLORIDA

CASE NO.: IG08-43 July 28, 2008

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Melissa Yerecici who was sworn, and who deposes and states the following:

1. My name is Melissa Yerecici. I am over the age of 18, and I make this affidavit on personal knowledge. If called upon to do so, I would testify to each and every fact stated herein in open Court.
2. At the time Shawn Beightol purchased the "Property" located at 1860 Venice Park Drive #129, North Miami, Florida 33181, I resided in that Property and was obligated to pay rent.
3. At the time Shawn Beightol purchased the "Property", he advised me of his intent to move in and personally occupy the Property on or about when the school year and his income therefrom resumed.
4. Sometime after that time and place, Mr. Beightol informed me that, for whatever financial reason, he was unable to move in and personally occupy the Property within the given time period.
5. At that time and place, I executed with him a series of three month leases.

6. At all times, I understood that Mr. Beightol intended and desired to move in and personally occupy the Property and, for that reason and due to financial hardship, Mr. Beightol would only agree to short, three (3) month lease extensions.

7. When Mr. Beightol represented to me that his financial difficulties were improving and that it was still his intent to move in and personally occupy the Property, I agreed to execute only short, three month extensions as a direct result of Mr. Beightol's stated intent as unchanged and described herein.

8. Currently, I have no lease agreement with Mr. Beightol.

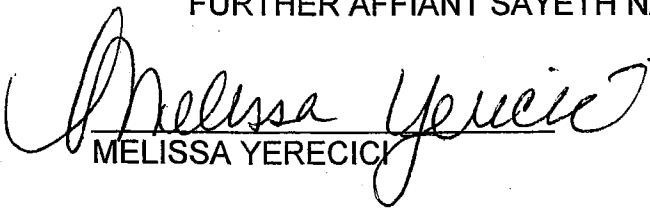
9. At no time did I state or reply to the Inspector General or his agents that Mr. Beightol "[..never spoke to me] about the possibility of him moving into the house".

10. At no time did I state or reply to the Inspector General or his agents that I expect to continue to rent the Property for the foreseeable future - beyond thirty (30) days' time.

11. At ALL times applicable, I was fully aware of Mr. Beightol's intent to move in and personally occupy the Property.

12. Since the day on which I was first contacted by Mr. Beightol and to my knowledge, Mr. Beightol's intent and desire to move in and personally occupy the Property has not changed.

FURTHER AFFIANT SAYETH NAUGHT.

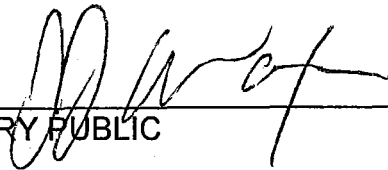

MELISSA YERECICI

Inspector General adv. Beightol

CASE NO.: IG08-43 July 28, 2008

STATE: Florida
COUNTY: Miami-Dade

BEFORE ME, the undersigned authority, this 6th day of August, 2008, personally appeared Melissa Yerecici who is personally known to me or produced Florida ID as identification and who took an oath and who deposes and states that the foregoing facts are true and correct.



NOTARY PUBLIC

Seal.

NOTARY PUBLIC-STATE OF FLORIDA
J. J. Waxman
Commission # DD428227
Expires: JUNE 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.



CLOSE-OUT MEMO

Criminal Investigation

Public Corruption Unit

A.S.A.: Howard R. Rosen

INVESTIGATION #: 64-08-67

SIGNATURE: Howard R. Rosen

DATE: July 17, 2008

Joseph M. Centorino
JOSEPH M. CENTORINO, Division Chief, PC Unit

DATE: 7/21/08

Jose J. Arrojo
JOSE J. ARROJO, Chief Assistant

DATE: 7/23/08

ORIGINATION DATE: 7/17/08

SUBJECT(S): Shawn Beightol

EMPLOYMENT: Candidate for Miami-Dade County School Board - District 3

INVESTIGATOR: Fernando Figueredo

AGENCY: Miami-Dade County State Attorney's Office

PHONE:

CONCLUSION

CHARGES FILED

COURT CASE NUMBER:

CRIME

STATUTE

DEGREE

OTHER:

CONCLUSION:

Shawn Beightol is running for the District 3 seat on the Miami-Dade County School Board. The incumbent Board member is Dr. Martin Karp. Dr. Karp alleges that Beightol does not live in the district for which he is running, and that he lied in this regard on the paperwork which he filed to run.

On his filing paperwork, Beightol put down the address of 7910 West Drive, in North Bay Village. That address is an apartment building in District 3. Karp alleges that Beightol claims to live in a boat in the water behind that address, but that Beightol really resides at a condominium that he owns in North Miami. That North Miami address is not in District 3. Karp stated that the boat has no power generator on it, no water hookup, and is uninhabitable, so Beightol cannot possible live there.

Investigator Figueroa visited Shawn Beightol at the boat. Beightol told Figueroa that he lives on the boat, and has for a number of years. The boat is anchored out in the water just off of the address on the filing paperwork. To get out onto the boat, Beightol took Figueroa on a dinghy which he keeps tied to the shore. On board the boat, Figueroa clearly saw all indications that Beightol legitimately lives on board. Food was on the vessel. Clothing was on the vessel. Toothbrush, toothpaste, soap, and all other items which one would use on a daily basis were on the vessel. There was water on the vessel. There was a stove and a barbecue on the vessel. There were dishes in a drying rack on the vessel. There were two (2) generators on the vessel. Investigator Figueroa took photographs of the outside and the inside of the vessel.

Investigator Figueroa spoke to a couple of residents at 7910 West Drive. They confirm the fact that Beightol resides on the vessel. A shopkeeper in a local market confirmed the fact that Beightol shops in the market for groceries. Investigator Figueroa also spoke to North Bay Village Vice Mayor George Kane, who stated that he was aware that Beightol resided on the vessel at that location.

An article in the Miami New Times from January 4, 2007 was written about Shawn Beightol. In the article, the fact that Beightol lives on the sailboat is discussed at length, and there is a photograph of him in front of the vessel. An article in *Wavelife* from 2004 also refers to Beightol living on the boat as early as 2004.

Karp also alleged that if Beightol lived on the boat, then he has broken the homestead law by claiming a homestead on the property in North Miami. This allegation was also inquired into. The condominium, the Hidden Waters Condominium, is located at 1860 Venice Park Drive, in North Miami. Beightol does own unit 129 of that building. The building was an apartment building which converted to condominiums in 2006. Beightol purchased unit 129 in June of 2006. Beightol did have a homestead exemption on the property.

Beightol stated that when he purchased the condo unit, it had a tenant. According to Beightol, he planned to move into the unit, but since it was summer and he (Beightol) was a teacher and had uncertain income during the summer, he came to an agreement with the tenant for a three (3) month temporary lease until he could afford the mortgage in the fall. Beightol even stated that when he purchased the condo, he had a house warming party complete with a band out by the pool at the building. When the fall came, the teachers contract had not been settled. Beightol was fighting the teachers and the school district to write a contract that included cost of living increases. Administrative action was taken against Beightol, and he was removed from the classroom and forced to hire an attorney to get his job back. He stated that he was then not able to move in. He stated that he filed for homestead exemption for the first time in 2007, but that his taxes, homeowners fees, and costs of insurance went up. He stated that his mortgage payments went up from nine hundred dollars (\$900.00) a month to fourteen hundred dollars (\$1,400.00) a month. Beightol said that he could not afford to pay the mortgage, so he kept on extending the temporary lease to his tenant, three (3) months at a time. He stated that he did not intend on cheating anyone, but that he just kept on thinking that as soon as he can get ahead of the expenses he would move in, but that it has not happened yet. Investigator Figueroa spoke to Beightol's tenant, who confirmed what Beightol stated as to her arrangements with him for only a three (3) month lease as he had wanted to move in to the condo. She also stated that Beightol had a key to her mailbox, and received his mail at the apartment.

Beightol further stated that when he decided to run for the School Board in June of 2008, he called the County Elections office to discuss the fact that he was living on a sailboat but owned the condo. According to Beightol, the topic of homestead exemption as the indicator of residence came up, and he asked about it. He was referred to the State Elections office. Beightol stated that he spoke to an attorney there and was told that it was okay that he had the homestead exemption, but that residency was determined by other factors in Florida, including license, voter registration, and "where you keep your personal effects." Beightol receives his mail at the condominium, as there is no mail service out to a boat in the water. Beightol stated that he felt assured at the time that he was okay with his residency on the boat and having his homestead exemption on the one physical, concrete, fixed home which he had. A subsequent e-mail from attorney Gary Holland at the State Elections office confirms the conversation that he had with Beightol.

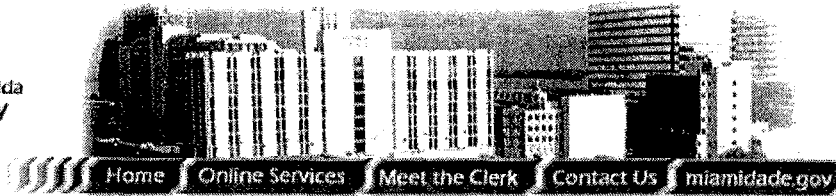
On June 26th of this year, there was an article in the Miami Herald detailing fraudulent homestead exemption claims. Beightol stated that his stomach literally turned inside out as he realized that he had received incomplete information from the State Elections office. He immediately printed out a form to cancel the homestead exemption, and he subsequently mailed it in.

Karp also alleges that if Beightol was living on the boat but utilized the address of 7910 West Drive on the paperwork that he filed to run, then he lied on the paperwork, as he was not living at that address, but on the boat which was anchored off of that address. Applying Karp's logic, then the only appropriate address that Beightol could have put on the forms was a global positioning satellite coordinate. The address of 7910 West Drive address is the closest address to the location of Beightol's boat.

Beightol is appropriately on the ballot as a resident of District 3. At the same time, examining the totality of the circumstances, there would be no way to demonstrate any criminal intent on the part of Beightol to commit any fraud on his homestead exemption application.

cc: Jose J. Arrojo

Clerk of Courts
11th Judicial Circuit of Florida
Miami-Dade County



County Recorder's Record Search Results

**** Click on the Clerk's File No to see more details on that record. ****

Party Name: BEIGHTOL Recording Begin Date: 06/01/2006 Recording End Date: 08/03/2008

Img	Clerk's File No	GRP	Doc. Type	Rec. Date	Plat Book/Page	Rec. Book/Page	First Party (Code)	Second Party
<input type="checkbox"/>	2006 R 673307	1	DEE	06/20/06	23818/4379	24649/2810	BEIGHTOL, SHAWN (R)	EDGEWATER BAY HOLDINGS LLC
<input type="checkbox"/>	2006 R 673308	1	MOR	06/20/06	23818/4379	24649/2812	BEIGHTOL, SHAWN (D)	JPMORGAN CHASE BNK NA
<input type="checkbox"/>	2006 R 673309	1	MOR	06/20/06	23818/4379	24649/2832	BEIGHTOL, SHAWN (D)	HOUSING FIN AUTHORITY OF MIA DADE CTY
<input type="checkbox"/>	2008 R 350360	1	AMO	04/29/08	N/A	26350/4520	BEIGHTOL, SHAWN (D)	CITIMORTGAGE INC

[BEGIN A NEW SEARCH](#)

Displaying 1-4 of 4 records
[MODIFY CURRENT SEARCH](#)

printer friendly

OIG Exhibits

IG08-43

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____

Co-borrower _____

Mortgage Applied for: VA Conventional Other (explain): _____ Agency Case Number _____ Lender Case Number 31260293

FHA USDA/Rural Housing Service

Amount \$ 145,925.00 Interest Rate 4.998 % No. of Months 360 Amortization Type: Fixed Rate Other (explain): _____ ARM (type): _____

Subject Property Address (street, city, state & ZIP): 1860 VEHICLE PARK DR 129 NORTH MIAMI MIAMI-IRLDS FL 33181 No. of Units 01

Legal Description of Subject Property (attach description if necessary) SEE CONTRACT Year Built 2006

Purpose of Loan: Purchase Construction Other (explain): _____ Property will be: Primary Residence Secondary Residence Investment

Refinance Construction-Permanent

Complete this line if construction or construction-permanent loan.

Year Let Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	Cost
	0.00	0.00		<input type="checkbox"/> made <input type="checkbox"/> to be made	0.00

Title will be held in what Name(s): SHAWN BEIGHTOL Manner in which Title will be held: SOLE OWNER Estate will be held in: Fee Simple Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain): SAVINGS, CASHING

Borrower's Name (include Jr. or Sr. if applicable): SHAWN BEIGHTOL Co-Borrower's Name (include Jr. or Sr. if applicable):

Social Security Number / Home Phone (incl. area code) / DOB (mm/dd/yyyy) / Yrs. School: Borrower: 1-801-8717 / 02/23/1985 / 28 Co-Borrower: / /

Married Unmarried (include single, divorced, widowed) Dependent (not listed by Co-Borrower) Separated Married Unmarried (include single, divorced, widowed) Dependent (not listed by Borrower) Separated

Present Address (street, city, state, ZIP) / Own / Rent / No. Yrs.: 7910 WEST DRIVE 420 NORTH BAY VILLAGE FL 33141

Mailing Address, if different from Present Address: 1860 VEHICLE PARK DR 129 NORTH MIAMI FL 33181

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) / Own / Rent / No. Yrs.: / / /

Name & Address of Employer / Self Employed / Yrs. on this job / Position/Title/Type of Business / Business Phone (incl. area code): DADE COUNTY SCHOOLS 1410 COURTYLNE RD MIAMI FL 33179 11Y 10ND 305-852-8888

Name & Address of Employer / Self Employed / Yrs. on this job / Position/Title/Type of Business / Business Phone (incl. area code): / / /

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /

Name & Address of Employer / Self Employed / Dates (from - to) / Monthly Income: / / /



RECORD & RETURN TO:
LEOPOLD, KORN, LEOPOLD & SNYDER, P.A.
20801 BISCAYNE BLVD., SUITE 801
AVENTURA, FL 33180

Return To:

CHASE HOME FINANCE, LLC.
P.O. BOX 8000
MONROE, LA 71211

ATTENTION: COLLATERAL PROCESSING



CFN 2006R0673308
OR Bk 24649 Pgs 2812 - 2831; (20pgs)
RECORDED 06/20/2006 14:12:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by: ROSARIO LINERO

[Space Above This Line For Recording Data]

MORTGAGE

31160283
1311602830

**THIS MORTGAGE IS EXEMPT FROM
FLORIDA DOCUMENTARY STAMP TAX
UNDER 201.08 F.S. AND FLORIDA
NONRECURRING INTANGIBLE TAX UNDER
199 F.S., PER 159-021, FLORIDA STATUTES**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 6, 2006 together with all Riders to this document.

(B) "Borrower" is SHAWN BEIGHTOL, UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is JPMORGAN CHASE BANK, N.A.

Lender is a BANK
organized and existing under the laws of the U.S.A.

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

Form 3010 1/01

 -8(FL) (0005)

Page 1 of 18

Initials: 

VMP MORTGAGE FORMS - (800)621-7291



EXHIBIT



Lender's address is 1111 POLARIS PARKWAY
COLUMBUS OH 43240

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated June 6, 2006

The Note states that Borrower owes Lender

One Hundred Forty-Six Thousand, Nine Hundred Twenty-Five Dollars 00/100
(U.S. \$ 146,925.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 1, 2036

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

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

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

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

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the COUNTY [Type of Recording Jurisdiction] of MIAMI-DADE [Name of Recording Jurisdiction]:

UNIT NO. 129, HIDDEN WATERS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 23818, AT PAGE 4379, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.

Parcel ID Number: CONDO CONVERSION which currently has the address of
1860 VENICE PARK DR 129 [Street]
NORTH MIAMI [City], Florida 33181 [Zip Code]
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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

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

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

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

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

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

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

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

initial 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Melina Joyner _____ (Seal)
WITNESS: Melissa Gayner _____ -Borrower

Diana Hester _____ (Address)
WITNESS: Susan L. Hester _____ (Seal)
_____ -Borrower

[Signature] _____ (Address)
SHAWN BRIGHTEL _____ (Seal)
_____ -Borrower

1860 VENICE PARK DR 129 _____ (Address)
NORTH MIAMI, FL 33181 _____ (Address)

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

_____ (Address) _____ (Address)

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

_____ (Address) _____ (Address)

STATE OF FLORIDA, MIAMI-DADE

County ss:

The foregoing instrument was acknowledged before me this

June 6, 2006

by

SHAWN BEIGHTOL, UNMARRIED

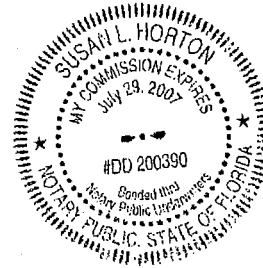
who is personally known to me or who has produced

FDL

as identification.

Susan L. Horton

Notary Public



SB

31160283
1311602830

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6th day of June 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to JPMORGAN CHASE BANK, N.A. organized and existing under the laws of the U.S.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1860 VENICE PARK DR 129, NORTH MIAMI, FL 33181

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

HIDDEN WATERS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8R (0411) Form 3140 1/01

Page 1 of 3 Initials: *SB*

VMP Mortgage Solutions, Inc.
(800)521-7291



Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

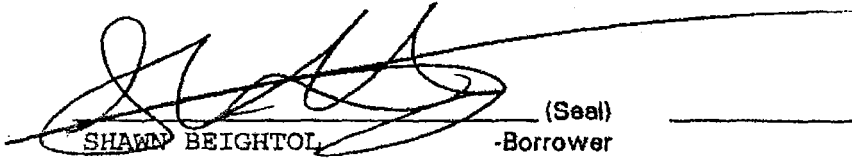
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


SHAWN BEIGHTOL (Seal) _____ (Seal)
-Borrower -Borrower

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

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

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

RECORD & RETURN TO:
LEOPOLD, KORN, LEOPOLD & SNYDER, P.A.
20801 BISCAYNE BLVD., SUITE 601
AVENTURA, FL 33180

This Instrument was prepared by:
Chase Home Finance

Rosario Lino, Closer
8500 SW 117 Rd. #130
Miami, FL 33183
Phone: 305-273-5942 B-Fax: 305-351-8305



CFN 2006R0673309
OR Bk 24649 Pgs 2832 - 2837 (6pgs)
RECORDED 06/20/2006 14:12:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

— SPACE ABOVE THIS LINE RESERVED FOR RECORDER —

SECOND MORTGAGE
HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY
80/20 DOWN PAYMENT ASSISTANCE PROGRAM LOAN (Revised 11/22/05)

THIS SECOND MORTGAGE is made this 6 day of June, 2006, between the Mortgagor, Shawn Beightol, Unmarried MAN (herein the "Borrower") and the Mortgagee, the Housing Finance Authority of Miami-Dade County, an agency and instrumentality of the County of Miami-Dade, Florida, whose address is 25 West Flagler Street, Suite 950, Miami, Florida 33130 (herein the "Lender").

WHEREAS, the Borrower has applied to JPMorgan Chase Bank, N.A. for a loan under the Lender's Single Family Mortgage Revenue Bond Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of Lender, the Borrower has applied to the Lender for a Housing Finance Authority of Miami-Dade County 80/20 Down Payment Assistance Loan in the original principal amount of Thirty Nine Thousand One Hundred Eighty and 00/100 (\$ 39,180.00) (the "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower is eligible to participate in Lender's Mortgage Revenue Bond Program, and the Lender has agreed to extend and has extended a Loan to the Borrower pursuant to said property; and

WHEREAS, the Borrower is indebted to Lender in the principal sum of One Hundred Fourty Six Thousand Nine Hundred Twenty Five and 00/100 (\$ 146,925.00) which indebtedness is evidenced by the borrower's Promissory Note dated June 6, 2006, and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness;

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to Lender the **property described on the attached Exhibit A** located in the County of Miami-Dade, State of Florida; which has the address of 1860 Venice Park Dr. 129 North Miami

(Street) (City)
Florida 33181 (herein the "Property Address");
(Zip Code)

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

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Lender, and for other encumbrances of record.

Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

THIS MORTGAGE IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX UNDER 201.08, F.S. AND FLORIDA NONRECURRING INTANGIBLE TAX UNDER 199, F.S. PER 159.621 FLORIDA STATUTES.

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31160283\1311602830
BEIGHTOL

UNIT NO. 129, HIDDEN WATERS, A CONDOMINIUM, ACCORDING TO THE
DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL
RECORDS BOOK 23818, AT PAGE 4379, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST
IN THE COMMON ELEMENTS APPURTENANT THERETO.



BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by this Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The 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 such other hazards as the Lender may require and in such amounts and for such periods as the Lender may require.

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

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

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

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

5. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property. If the Lender required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the Lender's written agreement or applicable law.

Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, at the rate of four percent (4%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

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

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

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

9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage,

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grant and convey that Borrower's interest in the property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified mail, postage prepaid, to the Lender's address stated on page 1 hereof with a copy to The Leader Mortgage Company, 1015 Euclid Avenue, Cleveland, Oh 44115, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the state of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

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

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

Lender or Servicer on behalf of the Lender shall give Borrower notice of any acceleration. The acceleration notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or materials omissions in his/her/their application for a Down Payment Assistance Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding, prior to acceleration of this Mortgage, the Lender shall give notice to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof., including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no

acceleration had occurred.

17. **Assignment of Revenues; Appointment of Receiver.** As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of preparation or recordation of the satisfaction, if any.

19. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. **Special Down Payment Assistance Program Covenants, Representations.** The Borrower covenants, represents and warrants to the Lender that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence and (c) the Borrower's is eligible to participate in the Lender's Single Family Mortgage Revenue Bond Program and its Down Payment Assistance Loan Program thereunder.

21. **Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this Down Payment Assistance Loan.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed, sealed and delivered in the presence of:

<u>[Signature]</u>	_____
Borrower	Borrower
Name <u>Shawn Beightol</u>	Name _____
Address: _____	Address: _____
_____	_____

_____	_____
Borrower	Borrower
Name _____	Name _____
Address: _____	Address: _____
_____	_____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized in the state of aforesaid and in the county of aforesaid to take acknowledgment, personally appeared Shawn Beightol who is personally known to me/presented Florida Drivers' License No. _____ identification and who did (not) take an oath.

[Signature]
Printed Name Notary Public



STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized in the state of aforesaid and in the county of aforesaid to take acknowledgment, personally appeared _____ who is personally known to me/presented Florida Drivers' License No. _____ identification and who did (not) take an oath. **as**

Printed Name Notary Public



Delivering Excellence Every Day

Exemption Cancellation Form

Instructions: Complete the information below. Sign, date, and return this form by mail or in person to: 111 NW First Street, Suite 710, Miami Florida 33128. You must include a copy of your valid Driver's License or State ID with this exemption cancellation request. Note: If your mailing address has changed, please complete the mailing address change form also available on our website at www.miamidade.gov/pa.

Stamp Receive Date

RECEIVED

JUL 15 2008

MIAMI-DADE COUNTY
PROPERTY APPRAISAL DEPARTMENT

Step 1 What property do you want to cancel exemption (s) on?

1860 Venice Park Dr #129 0622280580570

Property Address North Miami, FL 33181 Folio Number

Step 2 Which exemption (s) do you want to cancel?

- Homestead Exemption. Month, day and year you moved out? NA, never moved in, 1/1/07? ^{Effective}
- Widow/Widower. If checked, what date did you remarry? _____
- Civilian Disability (includes \$500 and Total and Permanent Disability)
- Veteran Disability (includes \$5,000 and Total and Permanent Disability)
- Senior Exemption
- Granny Flat Assessment Reduction
- Other _____

Step 3 Complete the section below and sign.

Please cancel the above indicated exemption (s) and, if applicable, issue a corrective tax bill. *

Shawn Beightol

Print Name

7/15/08

Date

[Signature]

Signature

→ second submission
1st dated 6/26/08
by mail

Office use only: Current Year Cancel Prior Year / cut out #

EXHIBIT

D

tabbies

FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS

2007

LAST NAME — FIRST NAME — MIDDLE NAME:
Beightol Shawn Edward

MAILING ADDRESS:
1860 Venice Park Dr #129

CITY: North Miami ZIP: 33181 COUNTY: Miami-Dade

NAME OF AGENCY:
Miami-Dade County

NAME OF OFFICE OR POSITION HELD OR SOUGHT:
MDCPS School Board District 3

CHECK IF THIS IS A FILING BY A CANDIDATE

FOR OFFICE USE ONLY:

ID Code
 ID No.
 Conf. Code
 P. Req. Code

RECEIVED
 2008 JUN 20 AM 1:37
 MIAMI DADE COUNTY
 ELECTIONS DEPARTMENT

PART A -- NET WORTH

Please enter the value of your net worth as of December 31, 2007, or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]

My net worth as of June 16, 2008 was \$ 34,955

PART B -- ASSETS

HOUSEHOLD GOODS AND PERSONAL EFFECTS:

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use.

The aggregate value of my household goods and personal effects (described above) is \$ 8,000

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET
<u>MDCPS 401K</u>	<u>\$3,000</u>
<u>1976 Spindrift Sailboat (39')</u>	<u>\$25,000</u>
<u>Condo, 1860 Venice Park Dr #129 North Miami</u>	<u>\$185,000</u>
<u>Power 1 Credit Union Checking Acct.</u>	<u>\$ 5,000</u>

PART C -- LIABILITIES

LIABILITIES IN EXCESS OF \$1,000:

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
<u>Citibank Mortgages (1st + 2nd) for 1860 Venice</u>	<u>\$ 181,845</u>

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY



PART D -- INCOME

You may **EITHER** (1) file a complete copy of your 2007 federal income tax return, including all attachments, **OR** (2) file a sworn statement identifying each separate source and amount of income which exceeds \$1,000, including secondary sources of income, by completing the remainder of Part D, below.

I elect to file a copy of my 2007 federal income tax return. (If you check this box and attach a copy of your 2007 tax return, you need not complete the remainder of Part D.)

PRIMARY SOURCES OF INCOME:

NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT
Miami Dade Public Schools	1410 County Line Rd Miami	\$60216
Rent Income on home	1860 Venice Park Dr #129	\$ 2700

SECONDARY SOURCES OF INCOME (Major customers, clients, etc., of businesses owned by reporting person--see instructions):

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART E -- INTERESTS IN SPECIFIED BUSINESSES

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2	BUSINESS ENTITY # 3
NAME OF BUSINESS ENTITY			
ADDRESS OF BUSINESS ENTITY			
PRINCIPAL BUSINESS ACTIVITY			
POSITION HELD WITH ENTITY			
DO I OWN MORE THAN A 5% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			

RECEIVED
 JUN 20 AM 11:37
 MIAMI DADE COUNTY
 ELECTIONS DEPARTMENT

IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.

STATE OF FLORIDA
 COUNTY OF Miami-Dade
 Sworn to (or affirmed) and subscribed before me this 20th day of

June, 2008 by Shawn Beightol

[Signature]
 NOTARY PUBLIC STATE OF FLORIDA
 (Signature of Notary Public--State of Florida) Maria Cristina Acosta
 Commission # DD730644
 Expires: FEB. 27, 2012
 BONDED TRAV ATLANTIC BONDING CO, INC

(Print, Type, or Stamp Commissioned Name of Notary Public)
 Personally Known _____ OR Produced Identification
 Type of Identification Produced FL Drivers Lic.

[Signature]
 SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE

FILING INSTRUCTIONS for when and where to file this form are located at the top of page 3.
INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.
OTHER FORMS you may need to file are described on page 6.