

Property Information**Mortgages Found:** 2**Litigation:** Yes**Delinquent Taxes:** No

Site Address: 5046 Rosen Blvd, Boynton Beach Florida, 33472
County: Palm Beach
Owner Name: Barbara M. Diaz Daly and Myron R. Diaz
Tax Id: 00-42-45-14-15-000-0410
Legal: Lot 41 Rainbow Lakes 2 a Part of Tartan Laes, PUD, Plat Book 54, Page 170

Chain of Title Information

Deed Type: Warranty Deed
Title Vested in: Barbara M. Diaz Daly and Myron R. Diaz, Wife and Husband
Grantor: Wendy S. Featherston n/k/a Wendy Brooks and Richard K. Brooks, Wife and Husband
Dated: 05/16/1996 **Recorded:** 05/21/1996 **Book & Page:** 9272/1
Comments: None

Mortgage 1

Amount: \$200,000.00 **Dated:** 12/04/2004 **Recorded:** 01/06/2005 **Book & Page:** 17979/1247
Lender: MERS as nominee GMAC Mortgage Corporation DBA Ditech.com
Borrower: Barbara M. Diaz Daly and Myron R. Diaz, Wife and Husband
Litigation: Lis Pendens 04/08/2019 30527/1193,
Final Judgment Foreclosure 09/26/2019 30916/1419 \$80,977.74
Comments: Assignment of Mortgage 09/30/2013 26353/1270 Green Tree Servicing, LLC,
Assignment of Mortgage 10/04/2018 30167/539 Wilmington Savings Fund Society, FSB, et. al.

Mortgage 2

Amount: \$100,000.00 **Dated:** 04/03/2006 **Recorded:** 05/31/2006 **Book & Page:** 20407/286
Lender: Bank of America, N.A.
Borrower: Barbara M. Diaz Daly and Myron R. Diaz, wife and husband
Litigation: Lis Pendens 03/08/2018 29698/1733,
Final Judgment Foreclosure 03/13/2019 30472/597 \$112,727.12

Other Encumbrances & Comments

Litigation: Claim of Llen Fountains of Rainbow Lakes Homeowners Association, Inc. 03/20/2018 29720/1052
Comments: None

Please note, this report is believed to be accurate but it is up to you to use the report as part of your research and do your due diligence in parsing & verifying it's data before making a purchase decision. EasyTitleSearch.com recommends a consultation with a real estate lawyer to review the documents in this report if you don't feel confident enough verifying it's contents on your own before making any real estate purchases. EasyTitleSearch.com cannot be held responsible for errors or omissions in our reports.

EasyTitleSearch.com Fast And Affordable Florida O & E Reports (855) 88- TITLE

Tax Information

Parcel #: 00-42-45-14-15-000-0410

Tax Year: 2019

Delinquent: No

Tax Value: \$175,253.00

Exemption: \$50,000.00

Annual Tax: \$0.00

Comments: Tax information not available due to issuance by the county of the 2019 r/e taxes

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Return to: (enclosed self addressed stamped envelope)

Name: Metropolitan Title & Guaranty Co

Will Call No. 13 MTB

Address: 2240 Woolbright Road, Suite 203

Boynton Beach, FL 33426

This Instrument Prepared by: Metropolitan Title & Guaranty

Valarie S. Gross, Branch Manager

File No. 96-07-0090VG/boyn

Address: 2240 Woolbright Road, Suite 203

Boynton Beach, FL 33426

Property Appraisers Parcel Identification (Folio) Number(s):

00-42-45-14-15-000-0410

Grantee(s) S.S.#(s)

WARRANTY DEED
INDIVID. TO INDIVID.

MAY-21-1996 3:31PM 96-176139

ORB 9272 Pg 1

123,000.00 Doc 861.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 16th day of May A.D. 1996 by
Wendy S. Featherston, N/K/A Wendy Brooks and Richard K. Brooks, Wife and Husband

hereinafter called the grantor, to Barbara M. Diaz Daly and Myron R. Diaz, Wife and Husband

whose post office address is 5046 Rosen Boulevard
Boynton Beach, FL 33437
hereinafter called the grantee.

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

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

Lot 41, RAINBOW LAKES 2 A PART OF TARTAN LAKES, P.U.D., according to the Plat
thereof, as recorded in Plat Book 54, pages 170 - 172, inclusive, Public
Records of Palm Beach County, Florida.

Subject To covenants, conditions, restrictions, reservations, limitations, easements and agreements of record,
if any; taxes and assessments for the year 1996 and subsequent years; and to all applicable zoning ordinances and/or
restrictions and prohibitions imposed by governmental authorities, if any,

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

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

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

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

Signed, sealed and delivered in the presence of:

Signature

Rose Ann Felton

Printed Signature

Signature

Deborah Owen

Printed Signature

Signature

Rose Ann Felton

Printed Signature

Signature

Deborah Owen

Printed Signature

Signature

Deborah Owen

Printed Signature

Signature

Wendy S. Featherston, n/k/a Wendy Brooks

Printed Signature

106 Killdeer Court

Post Office Address

Southlake, TX 76092

Signature

Richard K. Brooks

Printed Signature

106 Killdeer Court

Post Office Address

Southlake, TX 76092

STATE OF TEXAS
COUNTY OF Tarrant

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared Wendy S. Featherston, N/K/A Wendy Brooks and Richard K.
Brooks, Wife and Husband (identified by

Driver's Licenses, being duly sworn to me known to be the person s described in and
who executed the foregoing instrument and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May A.D. 1996.

My Commission Expires: June 14, 1999

Notary Signature

Deborah Owen

Printed Notary Signature

OCFLO1W

SEAL



When recorded mail to: **991570**
 Home Connects
 100 Lakeside Drive, Horsham, PA 19044

CFN 20050008441
 OR BK 17979 PG 1247
 RECORDED 01/06/2005 09:54:32
 Palm Beach County, Florida
 AMT 200,000.00
 Deed Doc 700.00
 Intang 400.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1247 - 1266; (20pgs)

This document was prepared by:
 Ernest Alarcon

3200 Park Center Drive
 Suite 150
 Costa Mesa, CA 92626

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100037506552824295

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 12/04/2004 together with all Riders to this document.

(B) "Borrower" is Barbara M. Diaz, Daily and Myron R. Diaz, Husband and Wife

5046 Rodeo Blvd.
 Boynton Beach, FL 33437

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is GMAC Mortgage Corporation DBA ditech.com

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

Form 3010 1/01

VMP - 6A(FL) (0005) 01

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Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7299



Lender is a Residential Mortgage Lender
organized and existing under the laws of Commonwealth of Pennsylvania
Lender's address is 3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

(E) "Note" means the promissory note signed by Borrower and dated 12/04/2004
The Note states that Borrower owes Lender Two Hundred Thousand

Dollars

(U.S. \$200,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than January 1, 2035

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

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

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

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" 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 type="checkbox"/> Other(s) [specify] |

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

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

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

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

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

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

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

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(P) "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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 00-42-45-14-15-000-0410. See Attached Exhibit

Parcel ID Number: 00-42-45-14-15-000-0410
5046 Rosen Blvd
Boynton Beach
("Property Address"):

which currently has the address of
[Street]
[City], Florida 33437 [Zip Code]

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

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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

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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.

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

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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.

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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.

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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.

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(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 000655282429

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

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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

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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.

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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.

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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:

 (Seal)
Myron R. Diaz -Borrower

 (Seal)
Barbara M. Diaz Daly -Borrower


(Seal) _____ (Seal)
-Borrower -Borrower

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

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

(Address) _____ (Address)

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STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

County ss: *Palm Beach*
12/14/04 by

MYRON R. DIAZ & BARBARA M. DIAZ Daly
Husband & wife

who is personally known to me or who has produced *Florida Driver License* as identification.

Howard C. Berman
Notary Public

HOWARD C. BERMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD206338
EXPIRES 04/28/2007
BONDED THRU 1-888-NOTARY1

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this Fourth day of December, 2004, 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 GMAC Mortgage Corporation DBA ditech.com

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5046 Rosen Blvd, Boynton Beach, FL 33437

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as FOUNTAINS

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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Initials: *[Signature]*

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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property 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, for which Lender requires insurance, then: (i) Lender waives the provision in 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, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 or the common areas and facilities of the PUD, 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 PUD, 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 PUD 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.

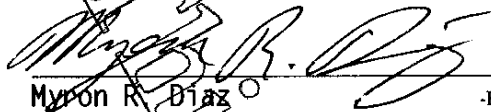
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 (Seal)
Myron R. Diaz -Borrower

 (Seal)
Barbara M. Diaz Daly -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower


____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

000655282429

 LMP-7R (0008)

Page 3 of 3

Form 3150 1/01

EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF BOYNTON BEACH, PALM BEACH COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN DEED BOOK 9272, PAGE 1, ID# 00424514150000410, BEING KNOWN AND DESIGNATED AS LOT 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P.U.D., FILED IN PLAT BOOK 54, PAGE 170 .

BY FEE SIMPLE DEED FROM WENDY S. FEATHERSTON N/K/A WENDY BROOKS AND RICHARD K. BROOKS, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 9272, PAGE 1 DATED 05/16/1996 AND RECORDED 05/21/1996, PALM BEACH COUNTY RECORDS, STATE OF FLORIDA.

THE COVERAGES PROVIDED BY THE CLOSING PROTECTION LETTER PRINTED ON THE INSIDE COVER OF THIS COMMITMENT ARE EXTENDED TO THE PROPOSED INSURED LENDERS IDENTIFIED HEREIN AND TO THEIR BORROWER AS APPLICABLE UNDER RULE 4-186, FLORIDA ADMINISTRATIVE CODE

WC 146

When Recorded Return To:
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 62307138


CFN 20130427708
OR BK 26353 PG 1270
RECORDED 09/30/2013 08:55:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1270 - 1271; (2pgs)

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH COM, ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to GREEN TREE SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

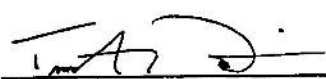
Said Mortgage was made by BARBARA M. DIAZ DALY AND MYRON R. DIAZ and recorded in Official Records of the Clerk of the Circuit Court of PALM BEACH County, Florida, in Book 17979, Page 1247, and/or Instrument # 20050008441, upon the property situated in said State and County as more fully described in said Mortgage.

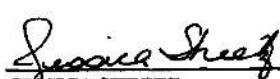
Dated this 27th day of September in the year 2013
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC
MORTGAGE CORPORATION DBA DITECH COM, ITS SUCCESSORS AND ASSIGNS


DANIEL THOMPSON
ASST. SECRETARY

All Authorized Signatories whose signatures appear above are employed by NTC and have reviewed this document and supporting documentation prior to signing.




TYLER DRIVER
WITNESS


JESSICA SHEETZ
WITNESS

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
GTS AV 21636645 -- FNMA MIN 100037506552824295 MERS PHONE 1-888-679-6377 DOCR
T2613093713 [C] EFRMFL1



D0003685553

Ingeo TrackingID: 1464779

WC 146

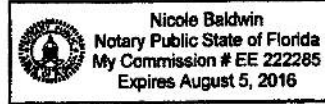
Loan #: 62307138

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 27th day of September in the year 2013, by Daniel Thompson as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH COM, ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



NICOLE BALDWIN - NOTARY PUBLIC
COMM EXPIRES: 08/05/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
GTSV 21636645 --ENMA MIN 100037506552824295 MERS PHONE 1-888-679-6377 DOCR
T2613093713 [C] EFRMBL 0



D0003685553

Ingeo TrackingID: 1464779

Prepared By and Return To:
Kathleen Collins
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use



7051732

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC**, whose address is **345 ST. PETER STREET, ST. PAUL, MN 55102**, (ASSIGNOR), does hereby grant, assign and transfer to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST**, whose address is **C/O PRETIUM MORTGAGE CREDIT MANAGEMENT, 120 SOUTH SIXTH STREET, #2100, MINNEAPOLIS, MN 55402**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **12/4/2004**

Original Loan Amount: **\$200,000.00**

Executed by (Borrower(s)): **BARBARA M. DIAZ & MYRON R. DIAZ**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume **17979, Page 1247**,

Document/Instrument No: **20050008441** in the Recording District of **PALM BEACH, FL**, Recorded on **1/6/2005**.

Legal Description: **SEE EXHIBIT "A" ATTACHED**

Property more commonly described as: **5046 ROSEN BLVD, BOYNTON BEACH, FLORIDA 33472**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 9/5/2018

DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC, BY PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP, ITS ATTORNEY-IN-FACT

By: 
Title: **ALEKHIA FARWIG**
Title: **AUTHORIZED SIGNATORY**

Witness Name:  **Johan Borwick**

Witness Name:  **Cal Merna**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **MINNESOTA**
County of **HENNEPIN**

On 9.5.18, before me, **THU VAN WITTMANN**, a Notary Public, personally appeared **ALEKHYA FARWIG, AUTHORIZED SIGNATORY** ~~off~~for **PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP, AS ATTORNEY-IN-FACT FOR DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **MINNESOTA** that the foregoing paragraph is true and correct. I further certify **ALEKHYA FARWIG**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Thu Van Wittmann

(Notary Name): **THU VAN WITTMANN**
My commission expires: **01/31/2023**

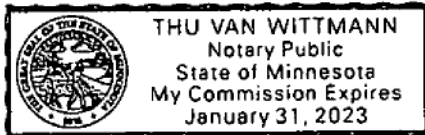


EXHIBIT "A"

ALL THAT PARCEL OF LAND IN CITY OF BOYNTON BEACH, PALM BEACH COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN DEED BOOK 9272, PAGE 1, ID# 00424514150000410, BEING KNOWN AND DESIGNATED AS LOT 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P U D, FILED IN PLAT BOOK 54, PAGE 170

BY FEE SIMPLE DEED FROM WENDY S FEATHERSTON N/K/A WENDY BROOKS AND RICHARD K BROOKS, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 9272, PAGE 1 DATED 05/16/1996 AND RECORDED 05/21/1996, PALM BEACH COUNTY RECORDS, STATE OF FLORIDA

THE COVERAGES PROVIDED BY THE CLOSING PROTECTION LETTER PRINTED ON THE INSIDE COVER OF THIS COMMITMENT ARE EXTENDED TO THE PROPOSED INSURED LENDERS IDENTIFIED HEREIN AND TO THEIR BORROWER AS APPLICABLE UNDER RULE 4-186, FLORIDA ADMINISTRATIVE CODE

Filing # 87566309 E-Filed 04/05/2019 04:06:16 PM

CFN 20190122337
OR BK 30527 PG 1193
RECORDED 04/08/2019 12:35:31
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1193-1194; (2Pgs)

This is not a
Certified
Copy

WILMINGTON SAVINGS FUND
SOCIETY, FSB, D/B/A CHRISTIANA
TRUST, NOT INDIVIDUALLY BUT AS
TRUSTEE FOR PRETIUM MORTGAGE
ACQUISITION TRUST,
Plaintiff,

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO.

vs.

NOTICE OF LIS PENDENS

BARBARA M. DIAZ DALY A/K/A
BARBARA M. DIAZDALY; MYRON R.
DIAZ; FOUNTAINS OF RAINBOW LAKES
HOMEOWNERS ASSOCIATION, INC.;
RAINBOW LAKES COMMUNITY
MASTER ASSOCIATION, INC.; BANK OF
AMERICA, N.A.
Defendants.

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY
CONCERN:



19-260175



PAGE 1



1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in **Palm Beach County, Florida, in Official Records Book 17979, Page 1247.**

**LOT 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P.U.D.,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 54,
PAGES 170-172, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA.**

-AK/A 5046 ROSEN BLVD, BOYNTON BEACH, FL 33437

Including the buildings and appurtenances located thereon.

Dated this _____ day of **APR 03 2019**, 20__.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.

Attorney for Plaintiff

6409 Congress Ave., Suite 100

Boca Raton, FL 33487

Telephone: 561-241-6901

Facsimile: 561-997-6909

Service Email: mail@rasflaw.com

By: 

- ☐ Melissa Konick, Esq., FL Bar No. 17569, Email Address: mkonick@rasflaw.com
- ☐ Wendy Manswell, Esq., FL Bar No. 12027, Email Address: wmanswell@rasflaw.com
- ☒ Rosemarie Wildman, Esq., FL Bar No. 645869, Email Address: rwildman@rasflaw.com
- ☐ Gweneth Brimm, Esq., FL Bar No. 727601, Email Address: gbrimm@rasflaw.com
- ☐ Shannon Dobel, Esq., FL Bar No. 126299, Email Address: sdobel@rasflaw.com
- ☐ Alecia Daniel, Esq., FL Bar No. 36955, Email Address: adaniel@rasflaw.com

IN THE FLORIDA COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA IN AND FOR PALM
BEACH COUNTY GENERAL JURISDICTION DIVISION
CASE NO: 50-2019-CA-004486-XXXX-MB

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A
CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS
TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION
TRUST

Plaintiff,
vs.

BARBARA M. DIAZ DALY A/K/A BARBARA M. DIAZDALY; MYRON R.
DIAZ; FOUNTAINS OF RAINBOW LAKES HOMEOWNERS ASSOCIATION,
INC.; RAINBOW LAKES COMMUNITY MASTER ASSOCIATION, INC.;
BANK OF AMERICA, N.A.; ANY AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE
DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER
CLAIMANTS,
Defendant(s).

FINAL JUDGMENT OF FORECLOSURE

This action was tried before the court at a Non-Jury Trial on September 25, 2019. On the evidence presented. **IT IS ADJUDGED** that Plaintiff's Final Judgment is **GRANTED** against all defendants listed by name: MYRON R. DIAZ; BARBARA M. DIAZ DALY A/K/A BARBARA M. DIAZDALY; FOUNTAINS OF RAINBOW LAKES HOMEOWNERS ASSOCIATION, INC.; RAINBOW LAKES COMMUNITY MASTER ASSOCIATION, INC.; BANK OF AMERICA, N.A.;

1. **Amounts Due.** Plaintiff, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST, whose address is c/o Rushmore Loan Management Services, LLC, 15480 Laguna Canyon Rd., Suite 100, Irvine, CA 92618, is due:

Principal	\$59,824.97
Interest to date of this judgment: September 25, 2019	\$9,112.65
Pre-Accelerate Late Charges	\$218.79
Property Appraisals	\$91.50
Inspections	\$259.74
Hazard Insurance	\$2,139.93
Taxes	\$3,624.77
SUBTOTAL	\$75,272.35
Attorneys' Fees:	
Finding as to reasonable number of hours: 10.00	
Finding as to reasonable hourly rate: \$75.00	
Flat Fee: \$3,450.00	
Attendance at Court: \$250.00	
Attorneys' Fee Total:	\$4,450.00
Court Costs, now taxed:	

Filing Fee:	\$996.01
Service of Process:	\$393.15
Lis Pendens:	\$9.60
Publication Cost:	\$210.00
Other:	\$45.00
Title Update: \$45.00	
SUBTOTAL	\$81,376.11
Less: Suspense Balance	(\$398.37)
TOTAL SUM	\$80,977.74

That shall bear interest at a rate in accordance with section 55.03(3), Florida Statute

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Palm Beach County, Florida:

**LOT 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P.U.D.,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 54, PAGES 170-172, INCLUSIVE, PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.**

Property Address: 5046 ROSEN BLVD, BOYNTON BEACH, FL 33437

3. **Sale of Property.** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 30 day of Oct, 2019, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 205 NORTH DIXIE HIGHWAY SUITE 323, WEST PALM BEACH, FL in Palm Beach County, Florida, in accordance with section 45.031, Florida Statutes (2013), using the following method:

☒ www.mypalmbeachclerk.clerkauction.com beginning at 10:00 AM

The foreclosure sale can only be canceled by court order.

4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
5. **Distribution of Proceeds.** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.
6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and defendant(s) right of redemption as prescribed by section 45.031~~5~~, Florida Statutes (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. **Attorneys' Fees.** The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$3450.00 is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. Furthermore, the Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 10.00 hours were reasonably expended by Plaintiff's counsel and that and hourly rate of \$75.00 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reasons for either reduction or enhancement pursuant to *Florida Patient's Compensation Funds v. Rowe*, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 1 of this Judgment.
8. **Jurisdiction Retained.** Jurisdiction is reserved over this action to enforce the Final Judgment and to enter further orders that are proper including, without limitation, an award of attorney's fees and costs, a deficiency decree (if sought and appropriate), writs of possession, orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 205 NORTH DIXIE HIGHWAY, SUITE 323, WEST PALM BEACH, FL 33401, WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT (FLORIDA RURAL LEGAL SERVICES, 1500 NW AVENUE L UNIT B, BELLE GLADE, FL 33430, (561) 993-0003) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT FLORIDA RURAL LEGAL SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED at WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA this 25 day of Sept, 20 19

Roger B. Colton

HONORABLE PRESIDING JUDGE

COPIES FURNISHED TO:

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
ATTORNEYS FOR PLAINTIFF
6409 CONGRESS AVE., SUITE 100
BOCA RATON, FL 33487
PRIMARY EMAIL: MAIL@RASFLAW.COM

MYRON R. DIAZ
5046 ROSEN BLVD
BOYNTON BEACH, FL 33472

BARBARA M. DIAZ DALY A/K/A BARBARA M. DIAZDALY
5046 ROSEN BLVD
BOYNTON BEACH, FL 33472-1272

KONYK & LEMME, PLLC
THERESA LEMME
ATTORNEY FOR FOUNTAINS OF RAINBOW LAKES HOMEOWNERS ASSOCIATION, INC.
C/O KONYK & LEMME, PLLC
777 SOUTH FLAGLER DRIVE SUITE 800- WEST TOWER
WEST PALM BEACH, FL 33401
PRIMARY EMAIL: ESERVICE@LAWKL.COM

RAINBOW LAKES COMMUNITY MASTER ASSOCIATION, INC.
1800 N.W. CORPORATE BOULEVARD SUITE 200
BOCA RATON, FL 33431

TROMBERG LAW GROUP, P.A.
YACENDA HUDSON, ESQ
ATTORNEY FOR BANK OF AMERICA, N.A.
C/O TROMBERG LAW GROUP, P.A.
1515 SOUTH FEDERAL HWY SUITE 100
BOCA RATON, FL 33432
PRIMARY EMAIL: ESERVICE@TROMBERGLAWGROUP.COM

#29

59,824.97 +
9,112.65 +
218.79 +
91.50 +
259.74 +
2,139.93 +
3,624.77 +
75,272.35 *

75,272.35 +
4,450.00 +
996.01 +
393.15 +
9.60 +
210.00 +
45.00 +
81,376.11 *

81,376.11 +
398.37 -
80,977.74 *

CFN 20060320367
OR BK 20407 PG 0286
RECORDED 05/31/2006 11:49:49
Palm Beach County, Florida
AMT 100,000.00
Deed Doc 350.00
Intang 200.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0286 - 299; (14pgs)

This Instrument Prepared By: *Rebecca Caneu*
Bank of America, NA
100 North Tryon Street
Charlotte NC 28255

After Recording Return To:



Diazdaly, Barbara M
Loan Number: 68218000547099

Record and Return To:
United General Title Ins
Fiserv-27 Inwood Road
Rocky Hill, CT 06067

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

- (A) **"Security Instrument"** means this document, which is dated APRIL 3, 2006, together with all Riders to this document.
- (B) **"Borrower"** is BARBARA M DIAZDALY, MYRON R DIAZ

the party or parties who have signed this Security Instrument.
Borrower is the Mortgagor under this Security Instrument.

- (C) **"Lender"** is Bank of America, NA

Lender is a National Banking Association organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 100 North Tryon Street, Charlotte, North Carolina 28255

Lender is the Mortgagee under this Security Instrument.

- (D) **"Agreement"** means the Home Equity Line of Credit Agreement signed by the Borrowers.
- (E) **"Account"** means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.
- (F) **"Credit Limit"** means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$100,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- (G) **"Account Balance"** is the total unpaid principal of the Account, plus earned but unpaid Finance Charges, outstanding fees, charges, and costs.
- (H) **"Maturity Date"** is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on APRIL 3, 2031
- (I) **"Property"** means the Property that is described below under the heading "Transfer of Rights in the Property."

(J) **"Secured Debt"** means:

- (1) All amounts due under your Account, including principal, interest, Finance Charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) **"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"/> 1-4 Family | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Escrow Rider |
| <input type="checkbox"/> Second Home | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s) | | |

(L) **"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.

(M) **"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.

(N) **"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.

(O) **"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.

(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 Agreement and/or this Security Instrument.

(Q) **"Approved Prior Loan"** means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by 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 Credit Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. 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

PALM BEACH
[Name of Recording Jurisdiction]

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 5046 ROSEN BLVD

[Street]

BOYNTON BEACH

FLORIDA

33437

("Property Address"):

[City]

[State]

[Zip Code]

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

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

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt. Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (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 Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any

application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. Charges; Liens; Prior Security Interests. 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 those items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, 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, other than the Approved Prior Loan, 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 in this Section.

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 the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior 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 Agreement. 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 shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

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 mortgagee 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 mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

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 Secured Debt 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 Agreement 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 Agreement 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 the Agreement and 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 resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, 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 Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, 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 Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

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 Secured Debt 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. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. 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 this action, 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.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement 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. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

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 Secured Debt 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 the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt 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 Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt 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 Secured Debt 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 Secured Debt 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 Secured Debt 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, and 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 Secured Debt 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 otherwise 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 Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors 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 Agreement (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 Secured Debt 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 Agreement 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 and benefit the successors and assigns of Lender.

14. Agreement/Account 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 Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account 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 Agreement 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 Agreement). 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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 Agreement and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "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 or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the Secured Debt 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. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (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 "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

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 and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time 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: (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 as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay and 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 Agreement, 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 Agreement.


26. Advances. Any advance made at any time within 20 years from the date of the mortgage, up to the maximum Credit Limit specified in the mortgage, will be secured by the mortgage to the same extent as if such advance were made on the date of execution of the mortgage.

ANY ADVANCE THAT LENDER MAKES AT ANY TIME WITHIN 20 YEARS FROM THE DATE OF THIS MORTGAGE, UP TO THE MAXIMUM PRINCIPAL AMOUNT STATED IN THIS MORTGAGE, WILL BE SECURED BY THIS MORTGAGE TO THE SAME EXTENT AS IF THE ADVANCE WERE MADE ON THE DATE OF THE EXECUTION OF THIS MORTGAGE.

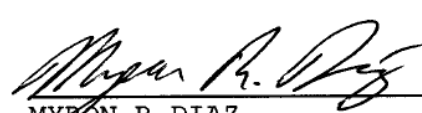
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MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE

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



(Seal)
-Borrower
BARBARA M DIAZ
5046 ROSEN BLVD, BOYNTON
BEACH, FLORIDA 33437



(Seal)
-Borrower
MYRON R DIAZ
5046 ROSEN BLVD, BOYNTON
BEACH, FLORIDA 33437

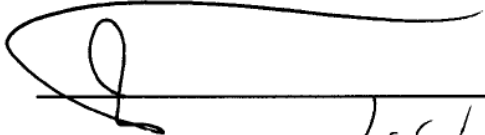
(Seal)
-Borrower

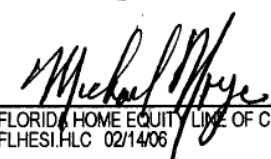
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:



Jose Dela Torre

MICHAEL NOYE

FLORIDA HOME EQUITY LINE OF CREDIT MORTGAGE
FLHESI.HLC 02/14/06

This

[Space Below This Line For Acknowledgment]

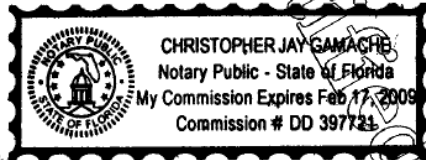
STATE OF FLORIDA
COUNTY OF

Palm Beach

The foregoing instrument was acknowledged before me this 5th day of April 2006
by BARBARA M DIAZDALY, MYRON R DIAZ

who is personally known to me or who has produced
as identification.

(Type of Identification)



(Seal)


Signature

Christopher Gamache
Name of Notary

Notary Public
Title

Serial Number, if any

G094F9M3

SCHEDULE A

KNOWN AS: 5046 ROSEN BLVD

ALL THAT CERTAIN LAND IN PALM BEACH COUNTY, FLORIDA, TO-WIT:

LOT(S) 41, OF RAINBOW LAKES 2 AS RECORDED IN PLAT BOOK 54, PAGE 170, ET SEQ. OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Filing # 68845540 E-Filed 03/06/2018 11:43:58 AM

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY, FLORIDA.

CASE No.

BANK OF AMERICA, N.A.,

PLAINTIFF,

VS.

BARBARA M. DIAZ DALY A/K/A BARBARA M. DIAZ DALY; MYRON R. DIAZ; RAINBOW LAKES
COMMUNITY MASTER ASSOCIATION, INC.; FOUNTAINS OF RAINBOW LAKES HOMEOWNERS
ASSOCIATION, INC.; UNKNOWN TENANT #1; ANY AND ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER AND AGAINST THE NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT
KNOWN TO BE DEAD OR ALIVE. WHETHER UNKNOWN PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS.

DEFENDANT(S).

NOTICE OF LIS PENDENS

TO ALL DEFENDANTS AND TO ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by the plaintiff against you seeking to foreclose a
mortgage on the following described property in Palm Beach County, Florida:

Lot(s) 41, Rainbow Lakes 2, a Part of Tartan Lakes, P.U.D., according to the plat thereof, as
recorded in Plat Book 54, Page 170-172, inclusive, Public Records of Palm Beach County,
Florida

Date: MAR 06 2018

Tromberg Law Group, P.A.
Attorney for Plaintiff
1515 South Federal Highway, Suite 100
Boca Raton, FL 33432
Telephone #: 561-338-4101
Fax #: 561-338-4077
Email: eservice@tromberglawgroup.com

By: 

Prince Valiathodathil, Esq.
FBN 70971

Our Case #: 17-001207-HELOC-FSC\BOA

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY, FLORIDA
CIVIL DIVISION

Case No.: 502018CA002776XXXXMB

BANK OF AMERICA, N.A.,
Plaintiff,
vs.

BARBARA M DIAZDALY A/K/A BARBARA M. DIAZ DALY; MYRON R. DIAZ; RAINBOW
LAKES COMMUNITY MASTER ASSOCIATION, INC.; FOUNTAINS OF RAINBOW LAKES
HOMEOWNERS ASSOCIATION, INC.; UNKNOWN TENANT #1, NKA ZOE DIAZ; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER
UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES,
OR OTHER CLAIMANTS.
Defendant(s).

FINAL JUDGMENT

THIS ACTION was heard before the court. On the evidence presented, *at the order to*
Show Cause on March 7, 2019.
IT IS HEREBY ADJUDGED that:

1. Plaintiff, BANK OF AMERICA, N.A., c/o Bank of America, NA, P.O. Box 5170, MS SV314B,
Simi Valley, CA 93065, is due:

Principal due on the note secured by the mortgage foreclosed: \$95,935.71

Interest on the note and mortgage
through December 18, 2017 \$6,048.46

Per diem interest @11.14 per diem From December 19,
2017 to March 7, 2019 \$4,946.16

Pre-acceleration late charges \$203.23

Attorney's Fees:

Attorney's Total Non Contested Flat Rate Fee \$3,455.00

*(The requested attorney's fee is a flat rate fee that the firm's
client has agreed to pay in this matter for non-contested
portion of the case. Given the amount of fee requested and the
labor expended, the court finds that a lodestar analysis is not
necessary for this flat fee and that a flat fee is reasonable for
the non contested portion of the file.)*

Attorney fees based on 1.50 hours at \$215.00 per hour \$322.50

Attorney's Fees Total:

\$3,777.50

Court Costs:	
Filing Fee	\$968.60
Service of Process	\$543.81
Publication for Service	\$210.00
Skip Trace	\$88.81
Statutory Mail	\$4.84

TOTAL **\$112,727.12**

that shall bear interest at the rate of 6.33% a year.
The adding machine tape is attached as Exhibit A.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants on the following described property in Palm Beach County, Florida:

Lot(s) 41 Rainbow Lakes 2, a Part of Tartan Lakes, P.U.D. , according to the plat thereof, as recorded in Plat Book 54, Page 170-172, inclusive, Public Records of Palm Beach County, Florida

Property address: 5046 Rosen Blvd, Boynton Beach, FL 33437

3. If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on May 16, 2019 to the highest bidder for cash, in accordance with section 45.031 Florida Statutes, by electronic sale beginning at 10 a.m. on the prescribed date at:

www.mypalmbeachclerk.clerkauction.com

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and such further costs as may be incurred and accruing by the Plaintiff in this action, including, but not limited to, the sale fee and publication of the Notice of sale and any reasonable advances made by the Plaintiff subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

5. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.
6. On filing of the Certificate of Sale, defendant(s) and all persons claiming under or against defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or 720, Florida Statutes, if any. Upon of filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.
7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitations, writs of possession and a deficiency judgment, if applicable.
8. The foreclosure sale can only be canceled by court order.
9. Only after issuance of the Certificate of Title, and following separate order of the Court, shall the Clerk & Comptroller be authorized to issue a Writ of Possession for the subject property and the Sheriff shall be authorized to serve the Writ of Possession.
- 10. Jurisdiction of this action is retained to enter further Orders that are proper including, without limitation, a supplemental complaint to add an omitted party or lien(s) or remedy other defects post-judgment, or Order to determine the amount of the assessment owed to any condominium or homeowners association.**
- 11. If the United States of America is a defendant, it shall have the right of redemption pursuant to 28 U.S.C. Section 2410 (c), from the date of the foreclosure sale.**

12. The Court finds that Plaintiff complied with the condition precedent of providing notice prior to acceleration of the loan, and prior to the filing of the foreclosure action, pursuant to the terms of the Note and Mortgage.
13. On or before the date of sale, Plaintiff may assign the judgment and/or the bid by filing an Assignment of Judgment and/or Bid without further order of this Court.
14. On or before the date of sale, Plaintiff may file an Affidavit of Additional Costs and Interest without further order of this Court.
15. The Mortgage is hereby reformed nunc pro tunc to the date of the original recording. The Mortgage was recorded on May 31, 2006, in Official Records Book/Instrument 20407, Page 0286 of the Public Records of Palm Beach County, Florida. The correct legal description of the property is: Lot(s) 41, Rainbow Lakes 2, a Part of Tartan Lakes, P.U.D. , according to the plat thereof, as recorded in Plat Book 54, Page 170-172, inclusive, Public Records of Palm Beach County, Florida
16. The Plaintiff's Motion for Order to Show Cause is GRANTED and Final Judgment is ENTERED.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO

ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT AT 205 N. DIXIE HIGHWAY, WEST PALM BEACH, FL 33401, 561.355.2986, pr 0 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT CHRISTINA RUSSO, ESQ., 423 FERN ST., SUITE 200, WEST PALM BEACH, FL 33401, 561.655.8944, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT CHRISTINA RUSSO, ESQ., YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED AT Palm Beach County, Florida, on

March 12, 2019



Circuit Judge

Edward L. Artau
Circuit Judge

Copies furnished to:

Tromberg Law Group, P.A.
1515 South Federal Highway, Suite 100
Boca Raton, FL 33432
eservice@tromberglawgroup.com

Barbara M. Diazdaly a/k/a Barbara M. Diaz Daly
5046 Rosen Blvd
Boynton Beach, FL 33437

Myron R. Diaz
5046 Rosen Blvd
Boynton Beach, FL 33437

Rainbow Lakes Community Master Association, Inc.
C/O Carolina Management Services, Inc., Reg. Agent
3447 High Ridge Road
Boynton Beach, FL 33426

Theresa M. Lemme, Esq.
777 South Flagler Drive, Suite 800 - West Tower
West Palm Beach, FL 33401
eservice@lawkl.com TML@lawkl.com

Unknown Tenant #1, NKA Zoe Diaz
5046 Rosen Blvd.
Boynton Beach, FL 33437

RETURN TO:
THERESA LEMME
KONYK & LEMME PLLC
Will Call Box 221 (Palm Beach County Only)
777 South Flagler Drive,
Suite 800 - West Tower
West Palm Beach, Florida 33401
(561) 935-6244

CLAIM OF LIEN

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared THERESA LEMME, who, after being duly sworn, says that she is agent for FOUNTAINS OF RAINBOW LAKES HOMEOWNERS ASSOCIATION, INC. (the "Association"), Post Office Address: 777 South Flagler Drive, Suite 800- West Tower, West Palm Beach, Florida 33401, and that pursuant to Chapter 720, Florida Statutes, and the Declaration of Covenants and Restrictions of Fountains of Rainbow Lakes governing the Association, the Association is owed the following assessments for common expenses:

<u>Due</u>	<u>Amount</u>
06/01/17-07/31/17 @ \$106.00/Mo.	\$71.00*
07/01/17-12/31/17 @ \$106.00/Mo.	\$636.00
01/01/18-03/31/18 @ \$100.00/Mo.	\$300.00

*Balance of unpaid assessment

In addition, a lien for legal fees and costs is claimed, together with interest and further additional maintenance and special assessments which have come due or will come due subsequent to the last due date listed herein above, interest as it accrues, and costs of collection including attorney fees after said due date, up to and including the date of payment and release of this Claim of Lien.

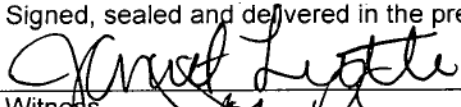

The Lienor claims this lien on the following described property in Palm Beach County, Florida:

Lot 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P.U.D., according to the Plat thereof, as recorded in Plat Book 54, pages 170-172, inclusive, Public Records of Palm Beach County, Florida.,

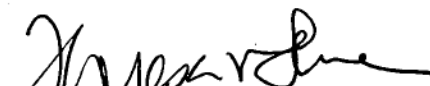
currently owned by BARBARA M. DIAZ DALY & MYRON R. DIAZ.

The amount due to the Lienor remains outstanding as of March 14, 2018.

Signed, sealed and delivered in the presence of:


Witness

Witness

By:


THERESA LEMME, Authorized Agent

The foregoing instrument was acknowledged before me on this 14th day March, 2018, by THERESA LEMME, who is personally known to me and who did take an oath.





Notary Public, State of Florida at Large
My commission expires:



CASE NUMBER: 50-2019-CA-004486-XXXX-MB

CASE STYLE: WILMINGTON SAVINGS FUND SOCIETY FSB V DIAZ DALY, BARBARA M

Dockets & Documents ▾
















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In Process =
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	Docket Number	Effective Date	Description
	1	04/05/2019	CIVIL COVER SHEET
	2	04/05/2019	CIVIL COVER SHEET
	3	04/05/2019	LIS PENDENS BOOK 30527 PAGE 1193-1194
	4	04/05/2019	NOTICE OF SUBMITTING FLA.STAT. 702.015(4) CERTIFICATION F/B PLT
	5	04/05/2019	COMPLAINT
	6	04/05/2019	SUMMONS ISSUED
	7	04/05/2019	SUMMONS ISSUED
	8	04/05/2019	SUMMONS ISSUED
	9	04/05/2019	SUMMONS ISSUED
	10	04/05/2019	SUMMONS ISSUED
	11	04/08/2019	DIVISION ASSIGNMENT
	12	04/08/2019	PAID \$971.60 ON RECEIPT 3115043
	13	04/15/2019	SERVICE RETURNED (NUMBERED)
	14	04/15/2019	SERVICE RETURNED (NUMBERED)
	15	04/17/2019	SERVICE RETURNED (NUMBERED)
	16	04/17/2019	SERVICE RETURNED (NUMBERED)
	17	04/18/2019	SERVICE RETURN- NOT SERVED

	18	04/18/2019	AFFIDAVIT OF DILIGENT SEARCH
	20	04/19/2019	NOTICE OF APPEARANCE CIVIL
	21	04/19/2019	ANSWER
	22	04/22/2019	UNISSUED NOTICE OF ACTION
	23	04/22/2019	AFFIDAVIT
	24	04/22/2019	AFFIDAVIT OF DILIGENT SEARCH
	25	04/23/2019	NOTICE OF APPEARANCE CIVIL
	26	04/23/2019	ANSWER & AFFIRMATIVE DEFENSES
	27	04/24/2019	NOTICE OF ACTION - PUBLICATION
	28	05/28/2019	MOTION FOR DEFAULT
	29	05/28/2019	NON-MILITARY AFFIDAVIT/REPORT
	30	05/29/2019	MOTION FOR DEFAULT
	31	05/29/2019	NON-MILITARY AFFIDAVIT/REPORT
	32	06/03/2019	CLERK'S DEFAULT
	33	06/04/2019	NOTICE OF DEFAULT NOT ENTERED
	34	06/07/2019	MOTION FOR DEFAULT
	35	06/07/2019	NON-MILITARY AFFIDAVIT/REPORT
	36	06/18/2019	NOTICE OF HEARING
	37	07/09/2019	ORDER GOODMAN; ON PLTF'S MOTION FOR JUDICIAL DEFAULT IS GRANTED; DEFAULT IS ENTER AGAINST BARBARA DIAZ DALY AKA BARBARA DIAZDALY DTD 7/9/2019
	38	07/12/2019	NOTICE OF INTENT
	39	07/12/2019	NOTICE OF NON JURY TRIAL
	40	07/18/2019	CERTIFICATE OF SERVICE
	41	08/07/2019	ORDER SETTING NON-JURY TRIAL
	42	08/13/2019	NOTICE OF CONFIDENTIAL FILING
	43	08/13/2019	NOTICE OF FILING

	44	08/20/2019	CERTIFICATE OF SERVICE
	45	08/21/2019	WITNESS LIST
	46	09/10/2019	NOTICE OF FILING
	47	09/10/2019	AFFIDAVIT
	48	09/11/2019	WITNESS LIST
	49	09/16/2019	NOTICE OF FILING
	50	09/16/2019	AFFIDAVIT OF ATTORNEY FEES
	51	09/25/2019	FINAL JUDGMENT FORECLOSURE, , AMOUNT OF FJ \$80,977.74, SALE DATE 10/30/2019, SIGNED DATE 09/25/2019 - COLTON ** CPY MLD ** BOOK 30916 PAGE 1419-1422
	52	09/25/2019	DISPOSED BY NON-JURY TRIAL
	53	09/25/2019	FINAL DISPOSITION SHEET
	54	10/01/2019	NOTICE OF SALE, SALE DATE 10/30/2019
	55	10/16/2019	PAID \$140.00 ON RECEIPT 3370470
	56	10/24/2019	PROOF OF PUBLICATION
	57	10/28/2019	EMERGENCY MOTION
	58	10/28/2019	PAID \$50.00 ON RECEIPT 3393512
	59	10/28/2019	ORDER SETTING HEARING



CASE NUMBER: 50-2018-CA-002776-XXXX-MB

CASE STYLE: BANK OF AMERICA NA V DIAZDALY, BARBARA M

Dockets & Documents ▾

Public =

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In Process =
Page Size: All ▾

	Docket Number	Effective Date	Description
	1	03/06/2018	CIVIL COVER SHEET
	2	03/06/2018	NOTICE OF EMAIL DESIGNATION
	3	03/06/2018	STATEMENT OF CLAIM
	4	03/06/2018	SUMMONS ISSUED
	5	03/06/2018	SUMMONS ISSUED
	6	03/06/2018	SUMMONS ISSUED
	7	03/06/2018	SUMMONS ISSUED
	8	03/06/2018	SUMMONS ISSUED
	9	03/06/2018	NOTICE OF FILING
	10	03/06/2018	LIS PENDENS BOOK 29698 PAGE 1733-1733
	11	03/06/2018	COMPLAINT
	12	03/06/2018	MOTION FOR ORDER TO SHOW CAUSE FOR ENTRY OF FINAL OF FORECLOSURE - F/B PLT
	13	03/06/2018	AFFIDAVIT
	15	03/06/2018	PAID \$963.60 ON RECEIPT 2571150
	14	03/07/2018	DIVISION ASSIGNMENT
	16	03/20/2018	SERVICE RETURNED (NUMBERED)

	17	03/21/2018	SERVICE RETURNED (NUMBERED)
	18	03/22/2018	SERVICE RETURNED (NUMBERED)
	19	03/22/2018	SERVICE RETURNED (NUMBERED)
	20	03/26/2018	ANSWER & AFFIRMATIVE DEFENSES
	21	03/26/2018	NOTICE OF EMAIL DESIGNATION
	22	04/03/2018	SERVICE RETURN- NOT SERVED
	23	04/03/2018	AFFIDAVIT OF DILIGENT SEARCH
	24	04/09/2018	ANSWER & AFFIRMATIVE DEFENSES
	25	08/30/2018	AFFIDAVIT
	26	09/14/2018	AFFIDAVIT
	27	09/14/2018	AFFIDAVIT OF DILIGENT SEARCH
	28	09/24/2018	NOTICE OF ACTION - PUBLICATION
	29	10/16/2018	PROOF OF PUBLICATION
	30	12/18/2018	AFFIDAVIT AS TO COSTS
	31	12/18/2018	AFFIDAVIT OF ATTORNEY FEES
	32	01/03/2019	ORDER TO SHOW CAUSE
	33	01/07/2019	NOTICE OF FILING
	34	01/24/2019	MOTION FOR DEFAULT
	35	01/24/2019	NON-MILITARY AFFIDAVIT/REPORT
	36	01/24/2019	NON-MILITARY AFFIDAVIT/REPORT
	37	01/24/2019	MOTION FOR DEFAULT
	38	01/24/2019	NON-MILITARY AFFIDAVIT/REPORT
	39	01/24/2019	MOTION FOR DEFAULT
	40	01/30/2019	CLERK'S DEFAULT
	41	03/12/2019	DOR FORECLOSURE FORM
	42	03/12/2019	FINAL DISPOSITION SHEET

	43	03/12/2019	FINAL JUDGMENT FORECLOSURE, , AMOUNT OF FJ \$112,727.12, SALE DATE 05/16/2019, SIGNED DATE 03/12/2019 - ARTAU ** CPY MLD ** BOOK 30472 PAGE 597-603
	44	03/12/2019	DISPOSED BY JUDGE
	45	03/12/2019	NOTICE OF FILING
	46	04/04/2019	PROOF OF PUBLICATION
	47	05/01/2019	NOTICE OF SALE, SALE DATE 05/16/2019
	48	05/06/2019	MOTION TO CANCEL AND RESCHEDULE FORECLOSURE SALE F/B PLT
	49	05/08/2019	RESPONSE TO: PLTS MOTION TO CANCEL AND RESCHEDULE FORELCOSURE SALE F/B DFT FOUNTAINS OF RAINBOW LAKES HOMEOWNERS ASSOCIATION INC
	50	05/09/2019	NOTICE OF HEARING
	51	05/15/2019	ORDER RESETTING SALE DATE, RESCHEDULED SALE DATE 07/22/2019, ARTAU DTD 5/15/19 CANCEL 5/16/19 SALE
	52	06/12/2019	NOTICE OF SALE, SALE DATE 07/22/2019
	53	06/27/2019	MOTION TO CANCEL AND RESCHEDULE FORECLOSURE SALE - F/B PLT
	54	07/02/2019	NOTICE OF HEARING
	55	07/16/2019	ORDER RESETTING SALE DATE, RESCHEDULED SALE DATE 10/15/2019, KASTRENAKES; FORECLOSURE SALE SCHEDULED FOR 7/22/2019 IS CANCELED DTD 7/16/2019
	56	07/31/2019	PROOF OF PUBLICATION
	57	08/01/2019	NOTICE OF SALE, SALE DATE 10/15/2019
	58	10/01/2019	MOTION TO CANCEL AND RESCHEDULE FORECLOSURE SALE F/B PLT
	59	10/01/2019	PAID \$50.00 ON RECEIPT 3350933
	60	10/08/2019	AFFIDAVIT AS TO COSTS
	61	10/08/2019	NOTICE OF HEARING
	62	10/15/2019	PAID \$140.00 ON RECEIPT 3367178
	63	10/15/2019	FORECLOSURE PROCESS SALE - 10-15-19
	64	10/15/2019	PAID \$7,150.00 ON RECEIPT 3368168

	65	10/16/2019	FORECLOSURE FEES ADDED - 10-15-19
	66	10/16/2019	PAID \$139,003.50 ON RECEIPT 3370332
	67	10/16/2019	FORECLOSURE CERTIFICATE OF SALE - 10-15-19
	68	10/16/2019	ORDER DENYING KASTRENAKES DTD 10/15/19: PLT'S MOTION TO CANCEL AND RESCHEDULE FORECLOSURE SALE SET FOR OCTOBER 15, 2019 DENIED
	69	10/29/2019	CERTIFICATE OF TITLE

Property Detail

Location Address	5046 ROSEN BLVD		
Municipality	UNINCORPORATED		
Parcel Control Number	00-42-45-14-15-000-0410		
Subdivision	RAINBOW LAKES 2		
Official Records Book	09272	Page	0001
Sale Date	MAY-1996		
Legal Description	RAINBOW LAKES 2 LT 41		

Owner Information

Owners	Mailing address
DIAZ DALY BARBARA M	5046 ROSEN BLVD
DIAZ MYRON R &	BOYNTON BEACH FL 33472 1272

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-1996	\$123,000	09272 / 00001	WARRANTY DEED	DIAZ MYRON R &
OCT-1992	\$141,900	07462 / 01962	WARRANTY DEED	
AUG-1992	\$100	07363 / 00405	CERT OF TITLE	
JUL-1991	\$145,100	06929 / 01061	WARRANTY DEED	
MAY-1989	\$1,475,000	06054 / 01234	DEED OF TRUST	

Exemption Information

Applicant/Owner	Year	Detail
DIAZ MYRON R &	2019	HOMESTEAD
DIAZ MYRON R &	2019	ADDITIONAL HOMESTEAD
DIAZ DALY BARBARA M	2019	HOMESTEAD
DIAZ DALY BARBARA M	2019	ADDITIONAL HOMESTEAD

Property Information

Number of Units	1
*Total Square Feet	2480
Acres	0.1377
Use Code	0100 - SINGLE FAMILY
Zoning	RTS - Res' Transitional Suburban (00-UNINCORPORATED)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	\$168,240	\$165,398	\$166,864
Land Value	\$115,500	\$110,914	\$82,158
Total Market Value	\$283,740	\$276,312	\$249,022
P = Preliminary <i>All values are as of January 1st each year</i>			

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	\$175,253	\$171,985	\$168,448
Exemption Amount	\$50,000	\$50,000	\$50,000
Taxable Value	\$125,253	\$121,985	\$118,448

Taxes

Tax Year	2018	2017
----------	------	------

	2019 P		
Ad Valorem	\$2,403	\$2,264	\$2,242
Non Ad Valorem	\$395	\$394	\$364
Total tax	\$2,798	\$2,658	\$2,606

10/05/2001 14:29:52 20010434056
OR BK 12965 PG 1349
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

Recording Requested By:
American Release Corporation

When Recorded Return To:

American Release Corp.

PO Box 458
Kimberling City, MO 65686-9905

RELEASE OF MORTGAGE

Wells Fargo - 591 #4514474 "DALY" Lender ID:320/192/1664569189 Palm Beach, Florida

KNOW ALL MEN BY THESE PRESENTS that WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. whose address is 5024 Parkway Plaza Blvd, Charlotte, NC 28217 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: BARBARA M DIAZ DALY AND MYRON R DIAZ, WIFE AND HUSBAND
Original Mortgagee: NORWEST MORTGAGE, INC.

Dated: 05/16/1996

Recorded: 05/21/1996 as Instrument No. 96-176140 Book/Reel/Liber 9272,
Page/Folio 2,

In the County of PALM BEACH State of FLORIDA

Legal: LOT 41, RAINBOW LAKES 2, A PART OF TARTAN LAKES, P.U.D.,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 54, PAGES
170-172, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Property Address: 5046 Rosen Blvd, Boynton Beach, FL, 33437

IN WITNESS WHEREOF, WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.
by the officers duly authorized, has duly executed the foregoing instrument.

WELLS FARGO HOME MORTGAGE, INC. f/k/a
NORWEST MORTGAGE, INC.
On September 13, 2001

By:

CHERISH ANDRESKI, VICE PRESIDENT

JAMIE WEBER, ASST. SECRETARY

WITNESS

ANITA BADLEY

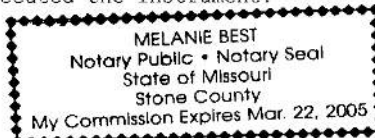
WITNESS

PATTY WRIGHT

STATE OF Missouri
COUNTY OF Stone

ON September 13, 2001, before me, MELANIE BEST, a Notary Public in and for the County of Stone County, State of Missouri, personally appeared Cherish Andreski, Vice President and Jamie Weber, Asst. Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MELANIE BEST
Notary Expires: 03/22/2005



(This area for notarial seal)

Prepared By: Melanie Best, Highway 13 Kimberling City, Mo. 65686
AEK20010913-0054 FLPALM PALM BEACH FL. BAT: 1650004514474 KXFLSOMT

RECORDING REQUESTED BY:
GMAC MORTGAGE CORPORATION

AND WHEN RECORDED MAIL TO:

MYRON R DIAZ
5046 ROSEN BLVD
BOYNTON BEACH, FL 33437

Loan No. 652667731

05/20/2003 16:15:01 20030292969
OR BK 15251 PG 0663
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

Prepared By: A. Tyson
3451 Hammond Avenue
Waterloo, IA 50702
(319) 236-5400

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

That Mortgage Electronic Registration Systems, Inc. ("MERS") the owner and holder of a certain mortgage given by **BARBARA M DIAZ DALY AND MYRON R DIAZ** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS")** bearing the date of **August 22, 2001**, and recorded in Official Records Instrument No. **20010432507**, Book **12963**, Page **0880**, Certificate —, in the office of the Clerk of the Circuit Court of **PALM BEACH** County, State of **FLORIDA** given to secure the principal sum of **\$110,000.00** and covering property in said mortgage described, does hereby acknowledge full payment and satisfaction of said mortgage and all indebtedness secured thereby and does hereby authorize and direct the Clerk of said Circuit Court to cancel said mortgage of record.

IN WITNESS WHEREOF, said owner and holder of said mortgage has caused these presents to be executed in its corporate name by its officers thereunto duly authorized this **April 23, 2003**.

(Corporate Seal)



Mortgage Electronic Registration Systems, Inc. ("MERS")

By: Wesley B. Howland
Wesley B. Howland, Assistant Secretary

STATE OF IOWA
County of Black Hawk

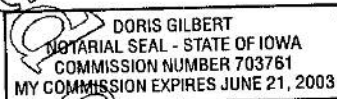
On **April 23, 2003**, before me, Doris Gilbert, personally appeared **Wesley B. Howland, Assistant Secretary**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Notary's Signature
Doris Gilbert
2003-03-14

06/21/2003

MIN: 100037506526677316 MERS Telephone: 1-888-679-6377



(Notary's Seal)

81200231093801001

SATISFACTION OF MORTGAGE

THE NOTE SECURED BY A MORTGAGE EXECUTED BY MYRON R. DIAZ and BARBARA M. DIAZ DALY TO Mortgage Electronic Registration Systems, Inc. as Nominee for GMAC Mortgage Corporation DBA Ditech.com on 8/22/01, and recorded BK 12963 PG 0914, of the records of PALM BEACH County in the State of FL on 10/4/01, has been fully paid and satisfied, and such mortgage is hereby declared fully paid, satisfied and released.

IN WITNESS WHEREOF, the officers of said Mortgage Electronic Registration Systems, Inc. as Nominee for GMAC Mortgage Corporation DBA Ditech.com have hereunto signed their names and hereunto affixed the Seal of said Corporation in the City of Horsham, State of Pennsylvania, on 5/5/03

DBA Ditech.com

Mortgage Electronic Registration Systems, Inc. as Nominee for GMAC Mortgage Corporation

**500 Enterprise Road,
HORSHAM, PA 19044**

C. Myrtetus, Assistant Secretary

Ted Farabaugh, Assistant Secretary

STATE OF Pennsylvania)

) ss

COUNTY OF Montgomery)

**BOTH RESIDING AT:
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044**

On 5/5/03, before me, a Notary Public in and for the County of Montgomery, State of Pennsylvania, personally appeared C. Myrtetus and Ted Farabaugh to me personally known to be the Assistant Secretary and Assistant Secretary of said Corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

Delphine M. Trotter
Delphine M. Trotter
Notary Public in and for said County and State
My Commission expires: 9/29/03

Notarial Seal
Delphine M. Trotter, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Sept. 29, 2003
Member, Pennsylvania Association of Notaries

LEGAL DESCRIPTION: AS DESCRIBED IN ABOVE MENTIONED MORTGAGE

TAX ID:

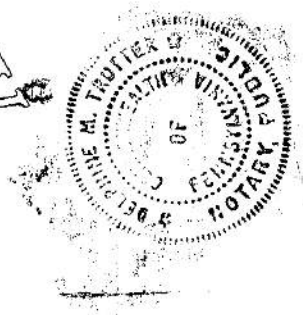
MORTGAGE AMT: \$15,000.00

PROPERTY ADDRESS: 5046 ROSEN BLVD
BOYNTON BEACH FL 33437

PREPARED BY: Kim Thompson

**P.O. BOX 969
HORSHAM, PA 19044**

WHEN RECORDED, MAIL RECONVEYANCE TO:
**MYRON R. DIAZ
5046 ROSEN BLVD
BOYNTON BEACH FL 33437**



CFN 20050004982
OR BK 17970 PG 1870
RECORDED 01/04/2005 15:20:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1870; (1pg)

Recording Requested By:
DITECH.COM

When Recorded Return To:

MYRON R DIAZ
5046 ROSEN BLVD.
BOYNTON BEACH, FL 33437

RELEASE OF MORTGAGE

Ditech.com #: 8127337884 "DIAZ" Lender ID: 61042/654844891 Palm Beach, Florida PIF: 12/16/2004
MERS #: 100037506548448914 VRU #: 1-888-679-6377


KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems, Inc. ("MERS") whose address is P.O. BOX 2026, G4318 MILLER RD, FLINT, MI 48501-2026 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: BARBARA M DIAZ DALY AND MYRON R DIAZ
Original Mortgage: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
Dated: 01/24/2004 Recorded: 03/31/2004 in Book/Reel/Liber: 16742 Page/Folio: 0244 as Instrument No.: 2004175323
in the County of Palm Beach State of Florida

Property Address: 5046 ROSEN BLVD., BOYNTON BEACH, FL 33437

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. ("MERS") by the officers duly authorized, has duly executed the foregoing instrument.

Mortgage Electronic Registration Systems, Inc. ("MERS")
On December 27th, 2004

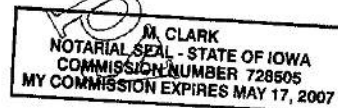
By: 
Janice Burt, Assistant Secretary

STATE OF Iowa
COUNTY OF Black Hawk

On December 27th, 2004, before me, M. CLARK, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Janice Burt, Assistant Secretary, personally known to me, or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

M. CLARK
Notary Expires: 05/17/2007 #728505



(This area for notarial seal)

Prepared By: Christie Bouchard, DITECH.COM 3451 HAMMOND AVENUE, WATERLOO, IA 50702 1-800-852-0656

*CAB*CABGMAC*12/27/2004 11:01:10 PM* GMAC02GMAC0000000000000000403447* FLPALM* 8127337884 FLSTATE_MORT_REL *CAB*CABGMAC*

Recording Requested By:
GMAC MORTGAGE CORPORATION

When Recorded Return To:

MYRON R DIAZ
5046 ROSEN BLVD
BOYNTON BEACH, FL 33437

CFN 20050004790
QR BK 17970 PG 1059
RECORDED 01/04/2005 14:51:30
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1059; (1pg)

RELEASE OF MORTGAGE

GMAC MORTGAGE CORPORATION #:0654386471 "DIAZ" Lender ID:10025/1686570875 Palm Beach, Florida PIF: 12/15/2004
MERS #: 100037506543864715 VRU #: 1-888-679-6377

KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems, Inc. ("MERS") whose address is P.O. BOX 2026, 64318 MILLER RD, FLINT, MI 48501-2026 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: MYRON R DIAZ BARBARA M. DIAZ DALY
Original Mortgage: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
Dated: 03/05/2003 Recorded: 05/22/2003 in Book/Reel/Liber: 15261 Page/Folio: 1731 as Instrument No.: 20030298126
in the County of Palm Beach State of Florida

Property Address: 5046 ROSEN BLVD, BOYNTON BEACH, FL 33437

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. ("MERS") by the officers duly authorized, has duly executed the foregoing instrument.

Mortgage Electronic Registration Systems, Inc. ("MERS")
On December 27th, 2004

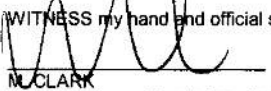
By: 
Janice Burt, Assistant Secretary

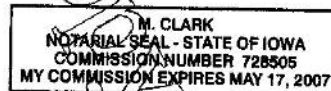


STATE OF Iowa
COUNTY OF Black Hawk

On December 27th, 2004, before me, M. CLARK, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Janice Burt, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


M. CLARK
Notary Expires: 05/17/2007 #728505



(This area for notarial seal)

Prepared By: , GMAC MORTGAGE CORPORATION 3451 HAMMOND AVENUE, PO BOX 780, WATERLOO, IA 50704-0780
319-236-5400

***BLKGMAC*12/27/2004 10:53:37 PM* GMAC01GMAC0000000000000000401367* FLPALM* 0654386471 FLSTATE_MORT_REL * *BLKGMAC*

CFN 20060295611
OR BK 20354 PG 0541
RECORDED 05/18/2006 08:26:39
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0541; (1pg)

When recorded mail to:
MYRON R DIAZ
5046 ROSEN BLVD
BOYNTON BEACH, FL 33437

This Document Prepared by: A. HOLT
PO BOX 23500
GREENSBORO NC 27499-2752

Fold Here

ACCT# 68211052708999

SATISFACTION OF MORTGAGE

KNOWN ALL MEN BY THESE PRESENT: That BANK OF AMERICA, N.A. the owner and holder of a certain mortgage deed executed by **MYRON R DIAZ & BARBARA M DIAZ DALY** to BANK OF AMERICA, N.A. dated **06/08/2005** recorded in Book **18927** Page **234**, Instrument Number **20050446039** and recorded on **07/19/2005** in the Clerk of the Circuit Court of **PALM BEACH** County, State of **FLORIDA**, securing the note or notes described therein the principal sum of \$ **50,000.00** Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situated in said State and County described as follows, to wit:

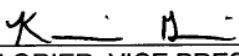
"SAME AS DESCRIBED IN SAID MORTGAGE"

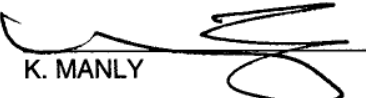
"AND ALL SUBSEQUENT MODIFICATIONS OR AMENDMENTS"

hereby acknowledges full payment and satisfaction of said note or noted and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record. THIS SATISFACTION OF MORTGAGE IS BEING EXECUTED BY THE AS VICE PRESIDENT OF BANK OF AMERICA, N.A. IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this **2 May 2006**.

Signed, Notarial seal and delivered **BANK OF AMERICA, N. A.**
In the presence of:

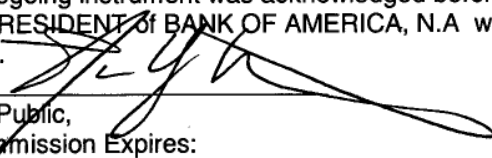

K. CLAYTON

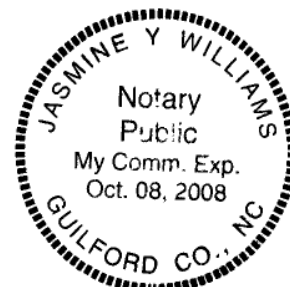

KEVIN GRIER, VICE PRESIDENT


K. MANLY

State of North Carolina/County of Guilford

The foregoing instrument was acknowledged before me this **2 May 2006** by KEVIN GRIER, the VICE PRESIDENT of BANK OF AMERICA, N.A. who is personally known to me and did not take an oath.


Notary Public,
My Commission Expires:



5/2/2006 1:59 PM PALM BEACH