

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

IN RE:

Case No. 6:16-bk-05633-CCJ

REGINA IRENE HILL,

Chapter 13

Debtor.

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GSMPS MORTGAGE
LOAN TRUST 2006-RP2'S MOTION TO CONFIRM NO STAY IN EFFECT, AND
MOTION FOR PROSPECTIVE *IN REM* RELIEF FROM AUTOMATIC STAY
TO ENFORCE FINAL JUDGMENT OF FORECLOSURE**

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at 400 W. Washington Street, Suite 5100, Orlando, FL 32801, and serve a copy on the movant's attorney, Rachel L. Ahlum, Esq., at Aldridge | Pite LLP, Fifteen Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, GA 30305 and any other appropriate persons within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

COMES NOW, U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP2 ("*Movant*"), by and through its undersigned counsel, as and for its **Motion to Confirm No Stay in Effect, and Motion for Prospective *In Rem* Relief from the Automatic Stay to Enforce Final Judgment of Foreclosure**, and in support states as follows:

Factual Allegations

1. The Court has jurisdiction over this matter pursuant to 11 U.S.C. §362, Rule 4001(a) of the Federal Rules of Bankruptcy Procedure, and the various other applicable

provisions of the United States Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the laws of the United States of America.

2. On August 24, 2016, Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the United States Bankruptcy Code.

3. Debtor's own certain real property located at 1790 Baywood Ave., Orlando, Florida 32818 in Orange County, Florida (the "**Property**"), legally described as:

Lot 196, Bel-Aire Woods Fifth Addition, according to the Plat thereof as recorded in Plat Book 3, Page 88, of the Public Records of Orange County, Florida.

4. Movant commenced a foreclosure action in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, which ultimately resulted in the entry of a Final Judgment against Debtor on April 22, 2015 in the amount of \$164,081.57 with regards to the subject Property. A true and correct copy of the Final Judgment is attached hereto as Exhibit "A" (the "**Foreclosure Judgment**").

5. Debtor Regina I. Hill executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.

6. As reflected on Schedule "C" of the Debtor's Bankruptcy Petition, the Property has not been claimed exempt by Debtor.

7. The estimated value of the property is \$107,262.00. This valuation is based on the fair market value as determined by the Orange County Property Appraiser. See Orange County Property Appraisal attached as Exhibit "B." Thus, there is no equity in the property for the benefit of unsecured creditors of the estate.

8. This is the third bankruptcy case filed by the Debtor since the entry of the Foreclosure Judgment. The two (2) previous bankruptcy cases filed by this Debtor since the entry of the Foreclosure Judgment are as follows:

- a. Case No. 6:15-bk-07111-KSJ: This case was filed on August 18, 2015, dismissed for failure to file information on September 2, 2015, and the case was closed on October 27, 2015.
- b. Case No. 6:16-bk-00276-KSJ: This case was filed on January 14, 2016, dismissed for failure to make plan payments on June 13, 2016, and is still open and pending before this Court.

9. The numerous filings and dismissals of cases shows a pattern of filings by the Debtor with no good faith attempt to confirm a plan indicating a scheme by the Debtor to delay and hinder Movant from exercising its rights in and to the subject real property.

10. Movant's *security interest in the subject property is being significantly jeopardized by Debtor's failure to make regular payments under the subject loan documents while Movant is prohibited from pursuing lawful remedies to protect such security interest.*

Relief Requested

Order Confirming No Stay In Effect Pursuant to 11 U.S.C. §362(c)(4)

11. Because there have been two or more cases filed by this Debtor pending within the previous one (1) year pre-petition period, which cases were dismissed for reasons other than pursuant to §707(b), by operation of §362(c)(4), the automatic stay did not go into effect upon the Debtor's filing of the instant case. Movant seeks the entry of an Order confirming that no stay is in effect.

12. Under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, the automatic stay no longer applies uniformly to all debtors. Section 362(c)(4) sets forth limitations of the stay for debtors who have had two (2) or more cases pending and dismissed within the year prior to filing:.

(4)(A)(i) if a single or joint case is filed by or against a Debtor who is an individual under this title, and if 2 or more single or joint cases of the Debtor were pending within the previous year but were dismissed, other than a case refiled under a chapter other than chapter 7 after dismissal under section 707(b), the stay under subsection (a) shall not go into effect upon the filing of the later case and;

(ii) on request of a party in interest, the court shall promptly enter an order confirming that no stay is in effect.

11 .S.C. §362(c)(4)(A)(i)-(ii)

13. Section 362(c)(4)(B) provides that the stay may be imposed only if four requirements are met, and if such four requirements are fulfilled, then a Court "may order the stay to take effect in the case as to any or all creditors (subject to such conditions or limitations

as the court may impose)[...].”:

- (i) A motion is filed;
- (ii) There is notice and a hearing;
- (iii) The notice and hearing are completed within 30 days after the filing of the latest case; and
- (iv) The party in interest demonstrates that the filing of the latest case is in good faith as to the creditors to be stayed.

11 .S.C. §362(c)(4)(B)

14. The Debtor has filed a motion seeking to impose the automatic stay [D.E. #10], but has not yet proceeded upon notice and hearing for same. However, the Debtor has not shown that the filing of the instant case is filed in good faith as to all creditors.

15. Because first three requirements of §362(c)(4)(B) are easy to fulfill, most previous decisions concerning §362(c)(4)(B) issues deal with the fourth requirement, i.e. that the new case must be filed in good faith as to all creditors. Under §362(c)(4)(D), a presumption of the absence of good faith arises as to all creditors of a Debtor in three circumstances:

- a. If the Debtor was a Debtor in two (2) or more cases pending in the preceding one-year period (11 U.S.C. §362(c)(4)(D)(i)(I));
- b. If the prior cases were dismissed as a result of the Debtor’s failure to file or amend the petition or other required documents without substantial excuse, to provide adequate protection ordered by the court, or perform the terms of a confirmed plan (11 U.S.C. §362(c)(4)(D)(i)(II)); or
- c. If “there has not been a substantial change in the financial or personal affairs of the debtor” since the prior case was dismissed, or if a fully-performed, confirmed plan in the current case is not likely (11 U.S.C. §362(c)(4)(D)(i)(III)).

16. The Debtor may rebut the presumption of the absence of good faith only “by clear and convincing evidence to the contrary.” 11 U.S.C. §362(c)(4)(D). “Clear and convincing evidence is that weight of proof which produces in the mind of the trier of fact a firm belief or conviction as to the truth of the allegations sought to be established, evidence so clear, direct and weighty and convincing as to enable the fact finder to come to a clear conviction, without hesitancy, of the truth of the precise facts of the case.” Shafer v. Army & Air Force Exch. Serv., 376 F.3d 386, 396 (5th Cir. 2004).

17. The facts relating to Debtor's bankruptcies reflect that the presumption of absence of good faith applies in regard to the filing of this case. Nothing in the record demonstrates a substantial change in the Debtor's financial condition since the dismissal of her last prior bankruptcy case on June 13, 2016, nor does the record provide any other basis upon which Debtor could rebut the presumption by clear and convincing evidence as to Movant.

18. For these reasons, the Movant respectfully requests the Court to enter an Order finding that the Automatic Stay did not arise upon the filing of the instant case, and is not in effect with respect to the Property, pursuant to the provisions of 11 U.S.C. §362(c)(4).

Request for Prospective In Rem Relief

19. Movant submits that it is entitled to prospective relief from stay for cause, to wit, the Debtor's prior bankruptcy filings and the filing of the instant bankruptcy petition, which serial filings evidence a lack of good faith. Movant is also concerned that the Debtor (or any other individual or entity claiming an interest in the property) will file another bankruptcy petition as soon as the present Case is closed. *See In re Waldron*, 785 F.2d 936, 941 (11th Cir. 1986) ("whenever a Chapter 13 petition appears to be tainted by a questionable purpose, it is incumbent upon the bankruptcy courts to examine and question the Debtor's motives").

20. The Bankruptcy Code does not define good faith nor is there an explicit requirement that petitions be filed in good faith; yet, bankruptcy courts have repeatedly lifted the automatic stay and dismissed cases as bad faith filings. The inference that good faith is required in order for the Debtors to continue to enjoy the exceptional relief afforded by the automatic stay and the other provisions of the Code upholds the integrity of the bankruptcy courts:

Every bankruptcy statute since 1898 has incorporated literally, or by judicial interpretation, a standard of good faith for the commencement, prosecution, and confirmation of bankruptcy proceedings. Such a standard furthers the balancing process between the interests of Debtors and creditors which characterizes so many provisions of the bankruptcy laws and is necessary to legitimize the delay and costs imposed upon parties to a bankruptcy. Requirement of good faith prevents abuse of the bankruptcy process by Debtors whose overriding motive is to delay creditors without benefitting them in any way or to achieve reprehensible purposes. Moreover, a good faith standard protects the jurisdictional integrity of the bankruptcy courts by rendering their most powerful equitable weapons (i.e., avoidance of liens, discharge of

debts, marshaling and turnover of assets) available only to those Debtors and creditors with "clean hands."

In re Little Creek Dev. Co., 779 F.2d 1068, 1071-72 (5th Cir. 1986) (citations omitted). *See also In re Waldron*, 785 F.2d 936 (11th Cir. 1986).

21. Moreover, in the Chapter 13 context, the Bankruptcy Code expressly provides that a Debtor's plan cannot be confirmed unless it has been "proposed in good faith." 11 U.S.C. §1325(a)(3). Thus, a Chapter 13 Debtor has a duty to act without an intent merely to delay or hinder his creditors both in the filing of the case and the filing of the plan.

22. All of the Circuit Courts have embraced a "totality of circumstances" approach to analyzing good faith, which involves consideration of a number of factors related to the contents of a Debtor's plan as well as the conduct of the Debtor, following the Eighth Circuit's lead in *In re Estus*, 695 F.2d 311 (8th Cir. 1982), and the Eleventh Circuit's later analysis in *In re Kitchens*, 702 F.2d 885 (11th Cir. 1983).

23. According to *Kitchens*, the prior conduct of the Debtor can be considered in determining whether the Debtor is demonstrating the sincerity and effort required to pass muster under Section 1325(a)(3) of the Bankruptcy Code. The Eleventh Circuit listed the following factors, among others, as indicative of bad faith:

- (5) the motivations of the Debtor and her sincerity in seeking relief under the provisions of Chapter 13;
- (6) the Debtor's degree of effort;
- (9) the frequency with which the Debtor has sought relief under the Bankruptcy Reform Act and its predecessors; [and]
- (10) the circumstances under which the Debtor has contracted her debts and has demonstrated bona fides, or lack of same, in dealings with [her] creditors.

Kitchens, 702 F.2d at 888-89.

24. All of the above-cited factors are of relevance to the case at bar, particularly since this is the third bankruptcy petition filed by the Debtor since the entry of the foreclosure Judgment (Exhibit "A"). Although a serial filing is not *per se* bad faith, the pattern of conduct which has emerged reveals that the Debtor is not sincere in reorganizing under Chapter 13.

25. It is clear from the history of this Mortgage account that the Debtor either does not have the ability to make payments or does not intend to make payments to Movant.

26. Movant respectfully suggests that the purpose of the Bankruptcy Code's good faith provision is to prevent the bankruptcy forum from becoming a revolving door for Debtors who, without any real ability or serious intention of abiding by the duties imposed by Title 11, seek only to delay just process.

27. In light of the foregoing, Movant argues that the Debtor conduct does not justify continued protection under the Bankruptcy Code.

28. Accordingly, Movant maintains that cause exists pursuant to 11 U.S.C. § 362(d)(1) for the stay to be lifted. Movant respectfully requests that the Court grant it relief from the automatic stay in this case pursuant to 11 U.S.C. §362(d)(1), for cause, namely the lack of adequate protection to Movant for its security interest in the subject property.

29. Furthermore, Movant requests that the prior history of the account justifies measures which would restrict any future imposition of the automatic stay on its currently pending foreclosure action.

30. Accordingly, Movant asks that the order lifting stay provide that:

a) If a future bankruptcy is filed on the aforementioned Property, Movant can submit an *ex parte* order for immediate relief in order to proceed with sale, post sale process or eviction; and that

b) Even without a separate Stay Relief Order the Circuit Court in and for Orange County, Florida and the Orange County Sheriff's office or any other appropriate police authority be authorized to proceed with a sale, post sale process or eviction if necessary, in the case of U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP2 vs Regina I. Hill, et al., in the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida, Case No. 48-2012-CA-016690-O, after the date of the order notwithstanding any pending or future bankruptcy by this Debtor, or any assign of the Debtor, or any other entity that takes title through the Debtor, or any other person or entity claiming an interest in the property which is the subject of said suit.

31. Movant requests that the Motion be granted with prospective relief in the amount of two (2) years in order to finalize the foreclosure/eviction process.

32. Movant further requests that any communication by Movant in connection with proceeding against the Property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement or other loan

workout, may be sent directly to the Debtor.

33. Movant requests that the Court waive the fourteen (14) day stay set forth in Bankruptcy Rule 4001(a)(3), so that Movant can pursue its *in rem* remedies without further delay.

34. Pursuant to 11 U.S.C. §362(e), Movant hereby requests that in the event a hearing is necessary, that said hearing be held within thirty (30) days.

35. Movant respectfully requests that the court waive the provision of Rule 3002.1 of the Federal Rules of Bankruptcy Procedure as to Movant and the Trustee.

WHEREFORE, Movant respectfully requests that the Court enter an Order: (a) confirming that the automatic stay did not go into effect upon the filing of this case, and find that Movant may be permitted to protect its security interest in Debtor's property outside of the bankruptcy forum; (b) granting prospective *in rem* relief from the automatic stay for a period of two (2) years; (c) that in the event that a hearing is necessary on this Motion that it be held within thirty (30) days, and 3002.1 of the Federal Rules of Bankruptcy Procedure; and (d) for such further relief as the Court may deem just and proper.

Respectfully Submitted:

/s/ Rachel L. Ahlum

Rachel L. Ahlum, Bar No.: 91291
Attorney for Movant
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 500
Atlanta, GA 30305
Phone: (404) 994-7400
Fax: (888) 873-6147
Email: rahlum@aldridgepite.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion for Relief from the Automatic Stay was served electronically or via U.S. Mail, first-class postage prepaid, to:

DEBTOR ATTORNEY
(via electronic notice)

Erik J Washington
ewashington@washfirm.com

DEBTOR

Regina Irene Hill
100 S. Cottage Hill Rd
Orlando, FL 32805

TRUSTEE
(via electronic notice)

Laurie K Weatherford
ecfdailysummary@c13orl.com

UNITED STATES TRUSTEE
(via electronic notice)

Office of the U.S. Trustee
USTP.Region21.OR.ECF@usdoj.gov

Dated: September 8, 2016

/s/ Rachel L. Ahlum

Rachel L. Ahlum, Bar No.: 91291
Attorney for Movant
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 500
Atlanta, GA 30305
Phone: (404) 994-7400
Fax: (888) 873-6147
Email: rahlum@aldridgepite.com

Rec Fee: \$0.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: ORANGE COUNTY CLERK OF COURT
ERECORD

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA
CASE NO.: 48-2012-CA-016690-O

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR GSMPs MORTGAGE
LOAN TRUST 2006-RP2,

Plaintiff,

VS.

REGINA I. HILL; UNKNOWN SPOUSE OF
REGINA I. HILL; SECRETARY OF
HOUSING AND URBAN DEVELOPMENT;
DOUGLAS A. HILL; STATE OF FLORIDA;
UNITED STATES OF AMERICA; CLERK
OF COURTS ORANGE COUNTY
FLORIDA; S & K PORTFOLIOS, INC.; 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, GRANTEES, OR
OTHER CLAIMANTS; UNKNOWN
TENANT #1, UNKNOWN TENANT #2,
UNKNOWN TENANT #3, UNKNOWN
TENANT #4 the names being fictitious to
account for parties in possession,

Defendant(s).

_____ /

FILED IN OPEN COURT;
THIS 22 DAY OF April, 2015
BY [Signature] D.C.

FINAL JUDGMENT

THIS ACTION was heard before the Court at Non-Jury Trial on April 22, 2015. On the
evidence presented,

IT IS ADJUDGED THAT:

1. Plaintiff, US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GSMPS
 MORTGAGE LOAN TRUST 2006-RP2 is due:

Principal		\$ 134,141.71
Interest from 07/01/2012 through ^{4/22/15} 06/12/2014		\$134,908.84
Interest shall continue to accrue at the Note Rate until Judgment.		\$12,147.12
Pre Acceleration Late Charges		14,993.00
Escrow Advance Balance		\$123.60
Taxes	\$3,051.81	\$7,488.94
Insurance	\$3,791.49	\$ 7,727.56
MIP/PMI	\$645.64	
Property Inspection		\$15.00
Other		\$60.00
Attorney's fees		\$4,550.00
\$2,800.00	Flat fee Plaintiff has agreed to pay its attorneys to handle the foreclosure	
\$1,750.00	Hourly fee for trial preparation and attendance at the rate of \$175.00 per hour for 10 hours expended	
Court costs (Title/Lien Search, Clerk's Filing Fee, Service)		\$2,720.70
Filing Fee	\$1,025.00	
Lis Pendens	\$9.00	
Service of Process	\$936.70	
Title Limited Land Records	\$250.00	
Title Search 6/13	\$250.00	
Title Search 4/14	\$250.00	
Subtotal:		\$ 164,331.57
		\$162,014.20
LESS: Escrow Balance		\$0.00
LESS: Corporate Advance		(\$250.00)
TOTAL		\$161,764.20
That shall bear interest at the rate of <u>4.75%</u> a year.		\$ 164,081.57

2. Plaintiff holds a lien for the total sum superior to all claims or estates of Defendant(s), REGINA I. HILL; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DOUGLAS A. HILL; STATE OF FLORIDA; CLERK OF COURTS ORANGE COUNTY FLORIDA; S & K PORTFOLIOS, INC.; UNITED STATES OF AMERICA; on the following described property in Orange County, Florida and described as:

LOT 196, BEL-AIRE WOODS FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

- **Property Address: 1790 BAYWOOD AVENUE, ORLANDO, FLORIDA 32818-5805**
3. If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to the Judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 26 day of August, 2015, to the highest bidder for cash, except as prescribed in Paragraph 4, at the courthouse located at 425 North Orange Avenue, Suite 2110, Orlando, FL 32801 in Orange County, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):
- By electronic sale beginning at 11:00 A.M. on the prescribed date at www.myorangeclerk.realforeclose.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 costs accruing 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 attorney's fees; fourth, the total sum due to plaintiff, less the item 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. If applicable, Plaintiff, its successors or assigns, is entitled to safe harbor under F.S. 720 or 718, respectively, and as such is only responsible to pay 1% of the subject mortgage or one (1) year of regular periodic assessments, at the time Certificate of Title is issued vesting title to Plaintiff, its successors or assigns. Plaintiff, including its successors and assigns, is not responsible for interest, late fees, collection costs or attorney's fees incurred prior to the issuance of the certificate of title.
7. On filing of 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 property, 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. If any Defendant remains in possession of the property, the clerk shall without further order of the Court issue forthwith a Writ of Possession upon request of the person named on the Certificate of Title. However, Court is bound to protect the rights of tenant(s) under Federal "Protecting Tenants at Foreclosure Act of 2009".
8. The United States of America shall have the right of redemption as provided in Title 28 U.S.C.A. Section 2410(c). Further, the United States of America shall not be bound by the sixty (60) day time period imposed by Fla. Stat. Section 45.032 upon motions for distribution of surplus proceeds.

9. The Plaintiff may assign the Judgment and credit bid by the filing of an assignment prior to the issuance of the Certificate of Title without further order of the Court.

10. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, and orders relating to supplemental proceedings to address any omitted parties who may possess an interest in the property.

Jurisdiction of this action is further retained to allow Plaintiff to file post-judgment motions seeking a determination on the amounts of assessments due to any Associations under §718.116 and §720.3085, Fla. Stat.

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 SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 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 FOR YOUR COUNTY 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.

Orange County Clerk of Court	Osceola County Clerk of Court
425 North Orange Avenue Suite 310 Orlando, FL 32801 (407) 836-2055 ext. 2278 www.myorangeclerk.com	2 Courthouse Square Kissimmee, FL 34741 (407) 742-3479 www.osceolaclerk.com

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 THE LOCAL LEGAL SERVICES LISTED BELOW 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 ONE OF THE SERVICES LISTED BELOW, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Orange County	Osceola County
Community Legal Services of Mid-Florida, Inc. Orlando, FL (407) 841-7777 www.clsmf.org	Community Legal Services of Mid-Florida, Inc. Kissimmee, FL (407) 847-0053 www.clsmf.org
Florida Institutional Legal Services, Inc. Gainesville, FL (352) 375-2494 fls@bellsouth.net	Florida Institutional Legal Services, Inc. Gainesville, FL (352) 375-2494 fls@bellsouth.net
Florida Justice Institute Miami, FL (305) 358-2081	Florida Justice Institute Miami, FL (305) 358-2081
Legal Aid Society of the Orange County Bar Association, Inc. Orlando, FL (407) 841-8310 www.legalaidocba.org	

DONE AND ORDERED in Orlando, Orange County, Florida, this 22 day of

April, 2015.



Circuit Court Judge

Copies Furnished to:

ALDRIDGE | CONNORS, LLP

Attorney for Plaintiff
1615 South Congress Avenue
Suite 200
Delray Beach, FL 33445
Primary E-Mail: ServiceMail@aclawllp.com
[FAX: Aldridge Connors @1-561-392-6965]

Regina I. Hill
1790 Baywood Avenue
ORLANDO, FL 32818-5805

Douglas A. Hill
2904 Register Road
Fruitland Park, FL 34731

S & K Portfolios, Inc.
c/o Jeffrey M. Koltun, As Registered Agent
557 N. Wymore Road, Suite 100
Maitland, FL 32751

Secretary of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

State of Florida
c/o Mark S. Dunn, Esq.
The Capitol, Suite PL-01
Tallahassee, FL 32399
Email: oag.foreclose.eserve@myfloridalegal.com

CLERK OF COURTS ORANGE COUNTY FLORIDA
c/o Nicholas Ari Shannin, Esq.
P.O. Box 4994
425 N. Orange Ave, Suite 2110
Orlando, FL 32802-4994
Email: ADM-ContactAdminDiv@myorangeclerk.com
Nicholas.shannin@myorangeclerk.com

United States of America
c/o Colleen Murphy Davis, Esq.
United States Attorney's Office
Middle District of Florida
400 North Tampa Street, Suite 3200
Tampa, FL 33602
Email: usafm.state.foreclosures@usdoj.gov

1113-745576
48-2012-CA-016690-O

Property Record - 23-22-28-7973-01-960

Orange County Property Appraiser •
http://www.ocpafl.org

Property Summary

Property Name

1790 Baywood Ave

Names

Hill Regina I

Municipality

ORG - Un-Incorporated

Property Use

0102 - Single Fam Class II

Mailing Address

Po Box 681265
Orlando, FL 32868-1265

Physical Address

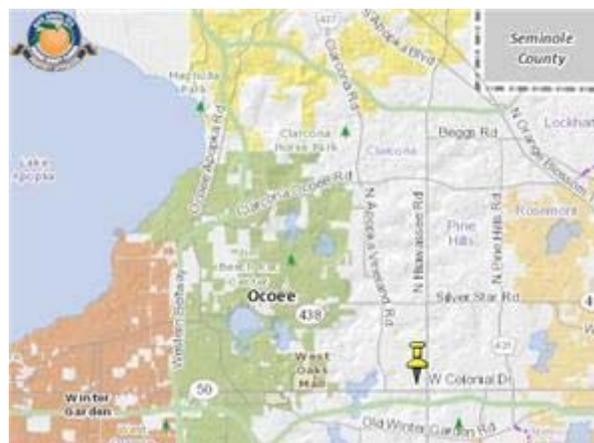
1790 Baywood Ave
Orlando, FL 32818



QR Code For Mobile Phone



282223797301960 09/20/2006



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2016	\$9,000	+ \$98,262	+ \$0 = \$107,262 (5.6%)	\$87,175 (10%)	
2015	\$10,000	+ \$91,609	+ \$0 = \$101,609 (23%)	\$79,250 (10%)	
2014	\$10,000	+ \$72,846	+ \$0 = \$82,846 (26%)	\$72,045 (10%)	
2013	\$10,000	+ \$55,495	+ \$0 = \$65,495 (4.7%)	\$65,495 (4.7%)	
2012	\$10,000	+ \$52,536	+ \$0 = \$62,536	\$62,536	

Exhibit B

Tax Year Benefits		Tax Savings
2016	 	\$184
2015	 	\$205
2014	 	\$99
2013		\$0
2012		\$0

2016 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$107,262	\$0	\$107,262	4.5630 (-8.19%)	\$489.44	30 %
Public Schools: By Local Board	\$107,262	\$0	\$107,262	3.2480 (0.00%)	\$348.39	21 %
Orange County (General)	\$87,175	\$0	\$87,175	4.4347 (0.00%)	\$386.59	24 %
Unincorporated County Fire	\$87,175	\$0	\$87,175	2.2437 (0.00%)	\$195.59	12 %
Unincorporated Taxing District	\$87,175	\$0	\$87,175	1.8043 (0.00%)	\$157.29	10 %
Library - Operating Budget	\$87,175	\$0	\$87,175	0.3748 (0.00%)	\$32.67	2 %
St Johns Water Management District	\$87,175	\$0	\$87,175	0.2885 (-4.57%)	\$25.15	2 %
			16.9570		\$1,635.12	

2016 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
COUNTY SPECIAL ASSESSMENT	WASTE PRO - GARBAGE - (407)836-6601	1.00	\$200.00	\$200.00
COUNTY SPECIAL ASSESSMENT	STREET LIGHTS - STREET LIGHTS - (407)836-5770	1.00	\$29.29	\$29.29
				\$229.29

Property Features

Property Description

BEL AIRE WOODS FIFTH ADDITION 3/88 LOT 196

Total Land Area

10,402 sqft (+/-) | 0.24 acres (+/-) GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-1A	1 LOT(S)	\$9,000.00	\$9,000	\$0.00	\$9,000

Buildings (includes working values)

Exhibit B

Model Code	01 - Single Fam Residence	Subarea Description	Sqft	Value
Type Code	0102 - Single Fam Class II	BAS - Base Area	945	\$55,330
Building Value	\$98,262	FGR - Fin Garage	513	\$15,047
Estimated New Cost	\$150,708	FOP - F/Opn Prch	84	\$1,230
Actual Year Built	1971	FSP - F/Scr Prch	140	\$2,869
Beds	5	FUS - F/Up Story	1458	\$72,543
Baths	3.0	UST - Unf Storag	140	\$3,689
Floors	2			
Gross Area	3280 sqft			
Living Area	2403 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Drywall			

Extra Features (includes working values)

Description	Date Built	Units	Unit Price	XFOB Value
There are no extra features associated with this parcel				

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
06/06/1997	\$67,500	19970215438	05274 / 2285	Special Warranty	Secretary Of Hill	Regina I Improved	
					Housing & Urban Dev		
11/18/1996	\$100	19965851771	05159 / 1723	Special Warranty	Leader	Secretary Of Improved	
					Federal Bank For Savings	Housing & Urban Dev	
07/30/1996	\$100	19965706093	05098 / 0981	Certificate of Title	Sinclair	Leader	Improved
					Eddie R	Federal	
					Singclair	Bank For	
					Gayle M	Savings	
05/01/1984	\$82,000	19842146168	03521 / 0887	Warranty Deed			Improved
08/01/1980	\$68,400	19801556132	03134 / 2414	Warranty Deed			Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
7026 Ironwood Dr	02/25/2016	\$125,000	\$75	Special Warranty	4/2	20160114197 /	
1795 Firwood Ct	01/29/2016	\$175,500	\$73	Warranty Deed	6/3	20160055163 /	
1800 Firwood Ct	12/23/2015	\$98,500	\$54	Warranty Deed	4/2	20160001076 /	
7026 Ironwood Dr	09/11/2015	\$80,000	\$48	Warranty Deed	4/2	20150486994 10984 /	2114

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

Schools

Ocoee (High School)

Principal	Laura Beusse
Office Phone	407-905-3000
Grades	2015: B 2014: C 2013: C

Robinswood (Middle School)

Principal	Nicole L Jefferson
Office Phone	407-296-5140
Grades	2015: C 2014: D 2013: D

Hiawassee (Elementary)

Principal	Sharon Jenkins
Office Phone	407-296-6410
Grades	2015: D 2014: C 2013: B

Utilities/Services

Electric	Duke Energy
Water	Orlando Utilities Commission
Recycling (Monday)	Orange County
Trash (Monday)	Orange County
Yard Waste (Tuesday)	Orange County

Elected Officials

State Senate	Geraldine F. Thompson
School Board Representative	Kathleen Kat Gordon

County Commissioner	Victoria P. Siplin
US Representative	Corrine Brown
State Representative	Randolph Bracy
Orange County Property Appraiser	Rick Singh

Nearby Amenities (1 mile radius)

ATMS	9
Banks & Financial Institutions	3
Barber Shops	4
Beauty Salons	10
Child Daycare	8
Dentists Offices	5
Gas Stations	8
Grocery Store	2
Gyms & Fitness	1
Nail Salons	3
Optometrists Offices	1
Pharmacy	2
Restaurants	27

Market Stats

Sales Within Last 1 Year

Bel-Aire Woods 5Th Add

	Sales Within Last 6 Months			Sales Between 6 Months To One Year		
	Count	Median	Average Volume	Count	Median	Average Volume
Single Family Residential	4	\$111,750 (\$64/SqFt)	\$119,750 (\$63/SqFt)			\$479,000

Bel-Aire Woods (All Phases)

	Sales Within Last 6 Months				Sales Between 6 Months To One Year			
	Count	Median	Average	Volume	Count	Median	Average	Volume
Single Family Residential	18	\$140,000 (\$71/SqFt)	\$131,444 (\$71/SqFt)	\$2,366,000	27	\$106,000 (\$50/SqFt)	\$112,174 (\$57/SqFt)	\$3,028,700

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

IN RE:

Case No. 6:16-bk-05633-CCJ

Chapter 13

REGINA IRENE HILL,

Debtor.

**AFFIDAVIT IN SUPPORT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY TO ENFORCE FINAL
JUDGMENT OF FORECLOSURE**

Maureen H Spratley, being duly sworn, deposes and says:

1. I am a/an Vice President Loan Documentation of Wells Fargo Bank, N.A., servicing agent for U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP2 (“Wells Fargo”) and am authorized to sign this affidavit on behalf of Wells Fargo, servicing agent for U.S. Bank National Association, as Trustee for GSMPS Mortgage Loan Trust 2006-RP2. This affidavit is provided in support of the Motion for Relief from Stay (the “Motion”) filed contemporaneously herewith.

2. As part of my job responsibilities for Wells Fargo, I have personal knowledge of and am familiar with the types of records maintained by Wells Fargo in connection with the account that is the subject of the Motion (the “Account”) and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of Wells Fargo that pertain to the Account and extensions of credit given to Debtor concerning the property securing such Account.

3. The information in this affidavit is taken from Wells Fargo's business records regarding the Account. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; and (b) kept in the course of Wells Fargo's regularly conducted business activities. It is the regular practice of Wells Fargo to create and maintain such records.

4. The Debtor Regina I Hill has executed and delivered or is otherwise obligated with respect to the attached promissory note,(the "Debt Agreement"). Pursuant to the attached mortgage (the "Security Instrument"), all obligations of the Debtor under and with respect to the Debt Agreement and the Security Instrument are secured by the property referenced in the Motion.

5. Attached hereto as Exhibits A and B are true and correct copies of the Debt Agreement and the Security Instrument associated with the subject Account.

6. A final judgment of foreclosure has been entered with respect to the Property in favor of Movant. A true and correct copy of the final judgment is attached hereto as Exhibit C.

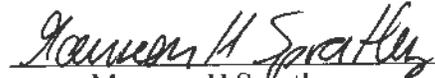
7. As of April 22, 2015, the Final Judgment amount is \$164,081.57 with interest accruing at the rate of 4.75% a year.

8. On August 18, 2015, Regina Irene Hill ("**Debtor**") filed a prior voluntary petition under Chapter 13 of the Bankruptcy Code, in the United States Bankruptcy Court, for the Middle District of Florida (Orlando), and was assigned Case No. 6:15-bk-07111-KSJ. Said case was subsequently dismissed on September 2, 2015 for *failure to file required information*, and subsequently the case was closed on October 27, 2015. (*See In re Regina Irene Hill*, Case No. 6:15-bk-07111-KSJ (**D.E. #13**)).

9. On January 14, 2016, the Debtor filed a prior voluntary petition under Chapter 13 of the Bankruptcy Code, in the United States Bankruptcy Court, for the Middle District of Florida (Orlando), and was assigned Case No. Case No. 6:16-bk-00276-KSJ. Said case was subsequently dismissed on June 13, 2016 for *failure to make plan payments* and has not yet been closed. (*See In re Sandra B. Tillman*, Case No. Case No. 6:16-bk-00276-KSJ (D.E. #29)).

I solemnly affirm under the penalty of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on September 8, 2016.

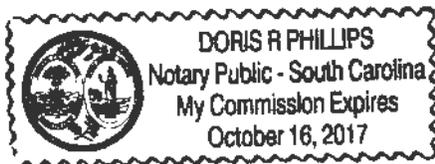

Maureen H Spratley
Vice President Loan Documentation
Wells Fargo Bank, N.A. as servicer
for U.S. Bank National Association,
as Trustee for GSMPS Mortgage
Loan Trust 2006-RP2

State of South Carolina)
County of York)

Sworn/affirmed to and subscribed before me on this 8th day of September, 2016. Personally known [] or produced identification [X].
Type of identification produced Driver's License.



(Signature of Notary Public)
My commission expires 10/16/2017
Notary seal



ADJUSTABLE RATE NOTE

JUNE 10

1997

1790 BAYWOOD AVE
ORLANDO, FL 32818

(Property Address)

1. PARTIES

"Borrower" means each person signing at the time of this Note, and the person's successors and assigns. "Lender" means **CITIZENS FIRST MORTGAGE COMPANY, 2301 LEE RD., WINTER PARK, FL 32789** and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **EIGHTY-SIX THOUSAND FIVE HUNDRED FIFTY AND 00/100** Dollars (U.S. \$ **86,550.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at a rate of **SEVEN** percent (**7.000** %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **AUGUST 1 1997**. Any principal and interest remaining on the first day of **JULY 1 2027**, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at **CITIZENS FIRST MORTGAGE COMPANY, 2301 LEE RD., WINTER PARK, FL 32789** or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Initially, each monthly payment of principal and interest will be in the amount of \$ **575.82**. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(E) of this Note.

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **OCTOBER 1 1998**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND THREE QUARTERS** percentage points (**2.750** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Calculation of Payment Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given

at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

6. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month.

7. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

percent (**4.000** %) of the overdue amount of each payment.

(B) Default

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

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

8. WAIVERS

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

9. GIVING OF NOTICES

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

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

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

WITHOUT RECOURSE PAY TO THE ORDER OF
CROSSLAND MORTGAGE CORPORATION.

Regina I. Hill (Seal)
REGINA I HILL -Borrower

Julie A. Coombs
CITIZENS FIRST MORTGAGE COMPANY
BY: JULIE A. COOMBS
ITS: PRESIDENT

FOR VALUE RECEIVED, Pay to the order of (Seal)
-Borrower



Without Recourse
CrossLand Mortgage Corp. (Seal)
By: Cynthia Wood -Borrower
Title: Cynthia Wood, Assistant Secretary

Orange Co FL 1997-0215439
06/16/97 01:13:35pm
OR Bk 5274 Pg 2287
Rec 46.50 DSO 303.10 Int 173.10

PREPARED BY: MISTY PARKER
FIRST AMERICAN TITLE
1685 LEE ROAD, SUITE 100
WINTER PARK, FL. 32789



[Space Above This Line For Recording Data]

State of Florida

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JUNE 10**, **1997**
The mortgagor is **REGINA I HILL, A SINGLE PERSON**

whose address is **1790 BAYWOOD AVE**
ORLANDO, FL 32818

("Borrower(s)"). This Security Instrument is given to

CITIZENS FIRST MORTGAGE COMPANY
2301 LEE RD., WINTER PARK, FL 32789

which is organized and existing under the laws of **THE STATE OF FLORIDA**, and whose

address is **2301 LEE ROAD**
WINTER PARK, FL 32789

("Lender"). Borrower owes Lender the principal sum of

EIGHTY-SIX THOUSAND FIVE HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ **86,550.00**). This debt is evidenced by Borrower's note dated the same date as

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on **JULY 1**, **2027**. This Security Instrument secures to Lender: (a) the

repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of
all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in

ORANGE County, Florida:

**LOT 196, BEL-AIRE WOODS FIFTH ADDITION, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS
OF ORANGE COUNTY, FLORIDA.**

which has the address of

1790 BAYWOOD AVE

ORLANDO

[Street]

[City]

FL

32818

("Property Address");

[State]

[Zip Code]

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: **OR Bk 5274 Pg 2288
Orange Co FL 1997-0215439**

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

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c) together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) An installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

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

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

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

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

OR Bk 5274 Pg 2289
Orange Co FL 1997-0215439

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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

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

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

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument.

Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

OR Bk 5274 Pg 2290
Orange Co FL 1997-0215439

9. Grounds for Acceleration of Debt.

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

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

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

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

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

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 DAYS** from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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



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

OR Bk 5274 Pg 2291
Orange Co FL 1997-0215439

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

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

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

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

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

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

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [Specify] **ARM RIDER, ESCROW RIDER & REHAB. RIDER**

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

Signed, sealed and delivered in the presence of:

Judy Foret

JUDY FORET

Regina I Hill

(Seal)
-Borrower

REGINA I HILL
1790 BAYWOOD AVE., ORLANDO, FL. 32818

Purnell Patterson

PURNELL PATTERSON

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF **FLORIDA**
COUNTY OF **ORANGE**

OR Bk 5274 Pg 2292
Orange Co FL 1997-0215439

The foregoing instrument was acknowledged before me this **10TH day of JUNE, 1997**
by **REGINA I HILL, A SINGLE PERSON**

who is personally known to me or who has produced **DRIVER'S LICENSE**
as identification and who did take an oath.

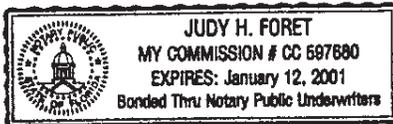
Judy H. Foret

Signature of Person Taking Acknowledgment

Date Commission Expires:

JUDY H. FORET

Name of Acknowledger Typed, Printed or Stamped



Sr Escrow officer/Notary Public

Title or Rank

Serial Number, if any

THIS INSTRUMENT WAS PREPARED BY:
CHRISTINE Y. BROOKS
CITIZENS FIRST MORTGAGE COMPANY
2301 LEE ROAD
WINTER PARK, FLORIDA 32789

Orange Co FL 1997-0215440
06/16/97 01:13:36pm
OR Bk 5274 Pg 2297
Rec 6.00

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

Recorded - Martha D. Haynie

THAT CITIZENS FIRST MORTGAGE COMPANY, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, PARTY OF THE FIRST PART IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) LAWFUL MONEY OF THE UNITED STATES OF AMERICA AND OTHER VALUABLE CONSIDERATIONS TO IT IN HAND PAID BY

CROSSLAND MORTGAGE CORPORATION
PO BOX 57909
SALT LAKE CITY, UT 84157

PARTY OF THE SECOND PART, AT OR BEFORE THE ENSEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER UNTO THE SAID PARTY OF THE SECOND PART THE FOLLOWING DESCRIBED MORTGAGE RECORDED IN ORANGE COUNTY, FLORIDA IN THE PRINCIPAL MORTGAGE AMOUNT OF \$86,550.00 AND DATED JUNE 10, 1997 AND SAID MORTGAGE BEING IDENTIFIED BY NAME OF ORIGINAL MORTGAGOR, THE CLERK'S FILE NUMBER ON THE BOOK AND PAGE OF RECORD THEREOF, TO WIT:

MORTGAGOR(S):

REGINA I. HILL, A SINGLE PERSON

OFFICIAL RECORDS BOOK NO.	PAGE NO.	CLERK'S FILE NO.
5274	2287	

AND FURTHER DESCRIBED AS THE FOLLOWING DESCRIBED PIECE OF PARCEL OF LAND, SITUATE AND BEING IN ORANGE COUNTY, STATE OF FLORIDA, TO WIT:

LOT 196, BEL-AIRE WOODS FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH THE NOTE AND EACH AND EVERY OTHER OBLIGATION DESCRIBED IN SAID MORTGAGE AND THE MONEY DUE AND TO BECOME DUE THEREON.

TO HAVE AND TO HOLD, THE SAME UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS FOREVER, BUT WITHOUT RECOURSE ON THE UNDERSIGNED.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART EXECUTED THIS INSTRUMENT UNDER ITS CORPORATE SEAL BY ITS DULY AUTHORIZED OFFICER THIS 10TH DAY OF JUNE, 1997.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:



Christine Y. Brooks
CHRISTINE Y. BROOKS
Cheryl Milligan
CHERYL MILLIGAN

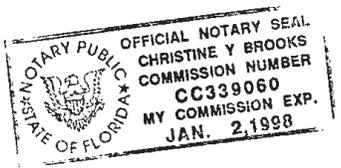
CITIZENS FIRST MORTGAGE COMPANY

Julie A. Coombs
JULIE A. COOMBS, PRESIDENT
2301 LEE ROAD
WINTER PARK, FLORIDA 32789

STATE OF FLORIDA
COUNTY OF ORANGE

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME THIS 10TH DAY OF JUNE, 1997 BY JULIE A. COOMBS, PRESIDENT OF CITIZENS FIRST MORTGAGE COMPANY, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. SHE IS PERSONALLY KNOWN TO ME AND DID TAKE AN OATH.

Christine Y. Brooks
CHRISTINE Y. BROOKS
MY COMMISSION EXPIRES: JANUARY 2, 1998
COMMISSION NO. CC339060
NOTARY PUBLIC



PREPARED BY AND RETURN TO
JUDY FORET
First American Title Insurance Company
1685 LEE ROAD SUITE, 100
WINTER PARK, Florida 32789-1665
Drafted Pursuant to Title Insurance SL-14059-HJF



NOTICE OF COMMENCEMENT

To whom it may concern:

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with section 713.13 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

Orange Co FL 1997-0215441
06/16/97 01:13:36pm
OR Bk 5274 Pg 2298
Rec 6.00

Recorded - Martha O. Haynie

Legal Description of property (include Street Address, if available)

LOT 196, BEL-AIRÉ WOODS FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Street Address: 1790 BAYWOOD AVENUE, ORLANDO, Florida 32818

General description of improvements: Repairs to existing structure

Owner: REGINA I. HILL
Address: 1790 BAYWOOD AVENUE, ORLANDO, FLORIDA 32818

Owner's interest in site of the improvement: FEE SIMPLE

Contractor: *DOWNER / BUILDER*
Address:

Surety (if any): N/A

Any person making a loan for the construction of the improvements:

Name: **CROSSLAND MORTGAGE CORP.**
Address: P.O. BOX 57909
SALT LAKE CITY, UT 84157-0909

Person within the State of Florida designated by owner upon whom notices or other documents may be served:

Name:
Address:

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes. (Fill in at Owner's option).

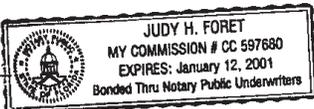
Name:
Address:

Expiration of date of Notice of Commencement: _____ (NOTE: the expiration date is 1 year from the date of recording unless a different date is specified).

Regina I. Hill
REGINA I. HILL 1790 Baywood Ave.
State of Florida Orlando, FL 32818 County of Orange
Sworn to and subscribed before me on June 10, 1997, by REGINA I. HILL

who is/are personally known to me or who has produced DRIVER'S LICENSE as identification and who did take an oath.

Judy H. Foret
NOTARY SIGNATURE
PRINT NAME: Judy H. Foret
MY COMMISSION EXPIRES: _____



Affidavit Exhibit B

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
DOUGLAS C. ZAHM, P.A.
12425 28TH STREET NORTH, SUITE 200
ST. PETERSBURG, FL 33716

DOCH 20100547486 B: 10107 P: 2050
09/21/2010 12:04:24 PM Page 1 of 1
Rec Fee: \$10.00
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: DOUGLAS C ZAHM P A

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That **WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., SUCCESSOR BY MERGER TO CROSSLAND MORTGAGE CORPORATION**, party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, received from or on behalf of **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GSMP'S MORTGAGE LOAN TRUST 2006-RP2**, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part that certain mortgage, dated June 10, 1997, made by REGINA I. HILL, in favor of CITIZENS FIRST MORTGAGE COMPANY, and recorded in O. R. Book 5274, Page 2287, Public Records of Orange County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to wit:

LOT 196, BEL-AIRE WOODS, FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Together with the note or obligation described in said mortgage, and the monies due and to become due thereon. This assignment represents the written acknowledgment of a prior transfer.

TO HAVE AND TO HOLD the same unto the said party of the second part, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this Thursday, September 09, 2010.

Signed in the presence of:
Camille Garcia
Witness Name Typed or Printed

Camille Garcia
Witness Signature

Rose Ana Cortinez
Witness Signature

RoseAna Cortinez
Witness Name Typed or Printed

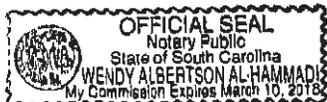
WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., SUCCESSOR BY MERGER TO CROSSLAND MORTGAGE CORPORATION

BY: Jennifer G. Payne
Jennifer G. Payne, VP of Loan Documentation

STATE OF South Carolina
COUNTY OF York

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 Jennifer G. Payne well known to me to be a VP of Loan Documentation of WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., SUCCESSOR BY MERGER TO CROSSLAND MORTGAGE CORPORATION, a corporation, and that he acknowledges executing the same under authority duly vested in him by said corporation.

WITNESS my hand and seal in the County and State last aforesaid this Thursday, September 09, 2010.



My Commission Expires:

Wendy Albertson Al-Hammadi
Notary Public

Affidavit Exhibit B

DOC # 20150205102 B: 10909 P: 3466
04/27/2015 08:54 AM Page 1 of 7
Rec Fee: \$0.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: ORANGE COUNTY CLERK OF COURT
ERECORD

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA
CASE NO.: 48-2012-CA-016690-O

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR GSMPS MORTGAGE
LOAN TRUST 2006-RP2,

Plaintiff,

VS.

REGINA I. HILL; UNKNOWN SPOUSE OF
REGINA I. HILL; SECRETARY OF
HOUSING AND URBAN DEVELOPMENT;
DOUGLAS A. HILL; STATE OF FLORIDA;
UNITED STATES OF AMERICA; CLERK
OF COURTS ORANGE COUNTY
FLORIDA; S & K PORTFOLIOS, INC.; 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, GRANTEES, OR
OTHER CLAIMANTS; UNKNOWN
TENANT #1, UNKNOWN TENANT #2,
UNKNOWN TENANT #3, UNKNOWN
TENANT #4 the names being fictitious to
account for parties in possession,

Defendant(s).

_____ /

FILED IN OPEN COURT;
THIS 22 DAY OF April, 2015
BY [Signature] D.C.

FINAL JUDGMENT

THIS ACTION was heard before the Court at Non-Jury Trial on April 22, 2015. On the
evidence presented,

IT IS ADJUDGED THAT:

1. Plaintiff, US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GSMPS
 MORTGAGE LOAN TRUST 2006-RP2 is due:

Principal		\$ 134,141.71
Interest from 07/01/2012 through ^{4/22/15} 06/12/2014		\$134,908.84
Interest shall continue to accrue at the Note Rate until Judgment.		\$12,147.12
Pre Acceleration Late Charges		14,993.00
Escrow Advance Balance		\$123.60
Taxes	\$3,051.81	\$7,488.94
Insurance	\$3,791.49	\$ 7,727.56
MIP/PMI	\$645.64	
Property Inspection		\$15.00
Other		\$60.00
Attorney's fees		\$4,550.00
\$2,800.00	Flat fee Plaintiff has agreed to pay its attorneys to handle the foreclosure	
\$1,750.00	Hourly fee for trial preparation and attendance at the rate of \$175.00 per hour for 10 hours expended	
Court costs (Title/Lien Search, Clerk's Filing Fee, Service)		\$2,720.70
Filing Fee	\$1,025.00	
Lis Pendens	\$9.00	
Service of Process	\$936.70	
Title Limited Land Records	\$250.00	
Title Search 6/13	\$250.00	
Title Search 4/14	\$250.00	
Subtotal:		\$ 164,331.57
		\$162,014.20
LESS: Escrow Balance		\$0.00
LESS: Corporate Advance		(\$250.00)
TOTAL		\$161,764.20
That shall bear interest at the rate of <u>4.75%</u> a year.		\$ 164,081.57

2. Plaintiff holds a lien for the total sum superior to all claims or estates of Defendant(s), REGINA I. HILL; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; DOUGLAS A. HILL; STATE OF FLORIDA; CLERK OF COURTS ORANGE COUNTY FLORIDA; S & K PORTFOLIOS, INC.; UNITED STATES OF AMERICA; on the following described property in Orange County, Florida and described as:

LOT 196, BEL-AIRE WOODS FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

- **Property Address: 1790 BAYWOOD AVENUE, ORLANDO, FLORIDA 32818-5805**
3. If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to the Judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 26 day of August, 2015, to the highest bidder for cash, except as prescribed in Paragraph 4, at the courthouse located at 425 North Orange Avenue, Suite 2110, Orlando, FL 32801 in Orange County, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):
- By electronic sale beginning at 11:00 A.M. on the prescribed date at www.myorangeclerk.realforeclose.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 costs accruing 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 attorney's fees; fourth, the total sum due to plaintiff, less the item 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. If applicable, Plaintiff, its successors or assigns, is entitled to safe harbor under F.S. 720 or 718, respectively, and as such is only responsible to pay 1% of the subject mortgage or one (1) year of regular periodic assessments, at the time Certificate of Title is issued vesting title to Plaintiff, its successors or assigns. Plaintiff, including its successors and assigns, is not responsible for interest, late fees, collection costs or attorney's fees incurred prior to the issuance of the certificate of title.
7. On filing of 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 property, 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. If any Defendant remains in possession of the property, the clerk shall without further order of the Court issue forthwith a Writ of Possession upon request of the person named on the Certificate of Title. However, Court is bound to protect the rights of tenant(s) under Federal "Protecting Tenants at Foreclosure Act of 2009".
8. The United States of America shall have the right of redemption as provided in Title 28 U.S.C.A. Section 2410(c). Further, the United States of America shall not be bound by the sixty (60) day time period imposed by Fla. Stat. Section 45.032 upon motions for distribution of surplus proceeds.

9. The Plaintiff may assign the Judgment and credit bid by the filing of an assignment prior to the issuance of the Certificate of Title without further order of the Court.

10. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, and orders relating to supplemental proceedings to address any omitted parties who may possess an interest in the property.

Jurisdiction of this action is further retained to allow Plaintiff to file post-judgment motions seeking a determination on the amounts of assessments due to any Associations under §718.116 and §720.3085, Fla. Stat.

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 SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 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 FOR YOUR COUNTY 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.

Orange County Clerk of Court	Osceola County Clerk of Court
425 North Orange Avenue Suite 310 Orlando, FL 32801 (407) 836-2055 ext. 2278 www.myorangeclerk.com	2 Courthouse Square Kissimmee, FL 34741 (407) 742-3479 www.osceolaclerk.com

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 THE LOCAL LEGAL SERVICES LISTED BELOW 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 ONE OF THE SERVICES LISTED BELOW, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Orange County	Osceola County
<p>Community Legal Services of Mid-Florida, Inc. Orlando, FL (407) 841-7777 www.clsmf.org</p> <p>Florida Institutional Legal Services, Inc. Gainesville, FL (352) 375-2494 fls@bellsouth.net</p> <p>Florida Justice Institute Miami, FL (305) 358-2081</p> <p>Legal Aid Society of the Orange County Bar Association, Inc. Orlando, FL (407) 841-8310 www.legalaidocba.org</p>	<p>Community Legal Services of Mid-Florida, Inc. Kissimmee, FL (407) 847-0053 www.clsmf.org</p> <p>Florida Institutional Legal Services, Inc. Gainesville, FL (352) 375-2494 fls@bellsouth.net</p> <p>Florida Justice Institute Miami, FL (305) 358-2081</p>

DONE AND ORDERED in Orlando, Orange County, Florida, this 22 day of

April, 2015.



Circuit Court Judge

Copies Furnished to:

ALDRIDGE | CONNORS, LLP

Attorney for Plaintiff
1615 South Congress Avenue
Suite 200
Delray Beach, FL 33445
Primary E-Mail: ServiceMail@aclawllp.com
[FAX: Aldridge Connors @1-561-392-6965]

Regina I. Hill
1790 Baywood Avenue
ORLANDO, FL 32818-5805

Douglas A. Hill
2904 Register Road
Fruitland Park, FL 34731

S & K Portfolios, Inc.
c/o Jeffrey M. Koltun, As Registered Agent
557 N. Wymore Road, Suite 100
Maitland, FL 32751

Secretary of Housing and Urban Development
451 Seventh Street SW
Washington, DC 20410

State of Florida
c/o Mark S. Dunn, Esq.
The Capitol, Suite PL-01
Tallahassee, FL 32399
Email: oag.foreclose.eserve@myfloridalegal.com

CLERK OF COURTS ORANGE COUNTY FLORIDA
c/o Nicholas Ari Shannin, Esq.
P.O. Box 4994
425 N. Orange Ave, Suite 2110
Orlando, FL 32802-4994
Email: ADM-ContactAdminDiv@myorangeclerk.com
Nicholas.shannin@myorangeclerk.com

United States of America
c/o Colleen Murphy Davis, Esq.
United States Attorney's Office
Middle District of Florida
400 North Tampa Street, Suite 3200
Tampa, FL 33602
Email: usafm.state.foreclosures@usdoj.gov

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