

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**IN RE:**

**IRWIN MORTGAGE CORPORATION**

**Debtor**

**IN PROCEEDINGS UNDER CHAPTER 11**

**CASE NO: 11-57191**

**JUDGE: CHARLES M. CALDWELL**

**MOTION OF NATIONWIDE ADVANTAGE  
MORTGAGE COMPANY FOR RELIEF FROM STAY FOR REAL PROPERTY  
LOCATED AT 4608 SOUTH QUIET TERRACE, HOMOSSASSA, FL 34446**

NATIONWIDE ADVANTAGE MORTGAGE COMPANY (the "Creditor") in this proceeding under Chapter 11 of the Bankruptcy Code, and pursuant to 11 U.S.C. §362(d) of the Bankruptcy Code, Rules 4001, 9013 and 9014 of the Bankruptcy Rules and Local Bankruptcy Rule 4001-1, respectfully moves this Court for relief from the automatic stay imposed by 11 U.S.C. §362(a) in order to proceed with a state court proceeding to foreclose on the property located at 4608 South Quiet Terrace, Homosassa, FL 34446. The grounds upon which this Motion is made are more fully set forth in the attached Memorandum in Support.

**MEMORANDUM IN SUPPORT**

1. The Court has jurisdiction over this matter under 28 U.S.C. §§157 and 1334. This is a core proceeding under 28 U.S.C. §157(b) (2). The venue of this case and this Motion is proper under 28 U.S.C. §§1408 and 1409.
2. On January 17, 2008, Leonard Talmadge and Susan Ann Talmadge obtained a loan from ASSURITY FINANCIAL SERVICES, LLC, in the amount of \$150,981.00. Such loan was evidenced by a Promissory Note dated January 17, 2008 (the "Note"), a copy of which is attached as Exhibit A.



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3. To secure payment of the Note and performance of the other terms contained in it, Leonard and Susan Ann Talmadge executed a Mortgage dated January 17, 2008 (the "Mortgage"). The Mortgage granted a lien on the real property (the "Property") owned by Leonard Talmadge and Susan Ann Talmadge, located at 4608 South Quiet Terrace, Homosassa, FL 34446 and more fully described in the Mortgage.
4. The lien created by the Mortgage was duly perfected by the recording of the Mortgage in the office of the Citrus County Recorder on February 14, 2008. A copy of the Mortgage is attached as Exhibit B. The lien is the first lien on the property.
5. The Note and Mortgage are currently held by NATIONWIDE ADVANTAGE MORTGAGE COMPANY.
6. The value of the Property is \$66,039.00, per Citrus County Auditor.
7. As of the date of this Motion, there is currently due and owing on the Note, the outstanding balance of \$148,702.14, plus interest accruing thereon at the rate of 6.5% per annum from June 1, 2009.
8. Other parties known to have an interest in the Property are as follows:
  - a. Leonard Talmadge, Susan Ann Talmadge
  - b. Irwin Mortgage Corporation
  - c. Citrus County Tax Collector
9. The Creditor is entitled to relief from the automatic stay under 11 U.S.C. § 362(d)(1) and/or 362(d)(2) for these reason(s):
  - a. Debtor has failed to provide adequate protection for the lien held by the Creditor for the reasons set forth below.
  - b. Per the Note and Mortgage, payments are applied to the last month due. Based upon the foregoing, Debtor and other interested parties have failed to make periodic payments to Creditor since July 1, 2009, which unpaid payments are in the aggregate amount of \$51,867.92 through January 31, 2012.

- c. Since the Bankruptcy was filed, six post-petition payments should have been made but none have been made. Therefore, the loan is delinquent six post-petition payments.
- 10. Creditor has completed the worksheet attached as Exhibit D.
- 11. This Motion conforms to the standard form adopted in this District except as follows:

Clarification of language in Paragraph 3.

WHEREFORE, Creditor prays for an Order from the Court granting Creditor relief from the automatic stay of 11 U.S.C. §362 of the Bankruptcy Code to permit Creditor to proceed under law and for such other and further relief to which the Creditor may be entitled.

Respectfully Submitted,

/s/ Steven M. Palmer  
Steven M. Palmer (0085298)  
SHAPIRO, VAN ESS, PHILLIPS &  
BARRAGATE, LLP  
4805 Montgomery Road, Suite 320  
Norwood, Ohio 45212  
(513) 396-8100  
(847) 627-8805-fax  
stpalmer@logs.com  
Attorney for Creditor

**CERTIFICATE OF SERVICE**  
**AND NOTICE OF REQUEST FOR RELIEF FROM STAY**

The undersigned certifies that a copy of the foregoing Motion for Relief from Stay was served this January 19, 2011, via email notification and/or regular U.S. mail, postage prepaid, on the parties whose names and addresses are listed below as and for NOTICE that the attached request for relief would be filed. All parties are hereby NOTIFIED that a written memorandum in opposition along with a request for a hearing must be filed with the Court and served on the undersigned within twenty-one (21) days from the date of service of this Motion. If no such memorandum in opposition is filed within that time period, the relief sought in the Motion may be granted. Pursuant to Local Rule 9021-1, the undersigned will present to the Court a proposed Order granting the relief sought, if within twenty-five (25) days after this date, no such written memorandum in opposition has been filed with the Court.

**Served by Regular U.S. Mail**

Irwin Mortgage Corporation  
6375 Riverside Drive  
Dublin, OH 43017

Leonard Talmadge  
4608 South Quiet Terrace  
Homosassa, FL 34446

Susan Ann Talmadge  
4608 South Quiet Terrace  
Homosassa, FL 34446

**Electronic Mail Notice List**

Matthew T Schaeffer, Esq.  
10 West Broad Street Suite 2100  
Columbus, OH 43215

Daniel Craine, Esq.  
Office of the US Trustee  
170 North High Street  
Suite 200  
Columbus, OH 43215

Office of the U.S. Trustee  
170 N. High Street – Ste. 200  
Columbus, OH 43215

Respectfully Submitted,

/s/ Steven M. Palmer  
Steven M. Palmer (0085298)  
SHAPIRO, VAN ESS, PHILLIPS &  
BARRAGATE, LLP  
4805 Montgomery Road, Suite 320  
Norwood, Ohio 45212  
(513) 396-8100  
(847) 627-8805-fax  
stpalmer@logs.com  
Attorney for Creditor

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**Exhibit D**

**RELIEF FROM STAY/ADEQUATE PROTECTION  
EXHIBIT AND WORKSHEET – REAL ESTATE  
(For use as required by LBR 4001-1(a) (1))**

Real property address which is the subject of this motion: 4608 South Quiet Terrace, Homosassa, FL 34446

**DEBT/VALUE REPRESENTATIONS:**

Total indebtedness of the debtor(s) at the time of filing the motion for relief from stay (not to be relied upon as a payoff quotation)	\$	176,271.14
Movant's estimated market value of the real property	\$	66,039.00
Source of the estimated valuation		<u>Citrus County Auditor</u>

**STATEMENT OF ARREARAGE:**

(1) As of petition filing date:	\$	65,937.85
(2)		
(3) Postpetition:	\$	8121.36
(4) Monthly payment amount:		
No (0) payments at:	\$	0.00
One (1) payments at:	\$	1,124.00
Five (5) payments at:	\$	1,189.00
(5) Date of Last Payment		June 1, 2009
(6) Amount of Last Payment	\$	1,189.00
# of payments due postpetition	___6	(through payment due <u>07/01/09</u> )
# of payments received postpetition	___0	
# of payments in default postpetition	___6	

Total amount of postpetition payments currently in default:	\$	7069.00
+ Postpetition late charges	\$	285.36
+ Other charges (Motion for Relief Filing Fee)		150.00
+Property Inspection	\$	617.00
- Suspense Balance	\$	
= Total Postpetition Arrearage	\$	8121.36

**OTHER LOAN INFORMATION:**

Date of the Loan January 17, 2008  
Current Interest Rate 6.5%

Money paid to and held by the mortgagee but not applied to the loan \$0.00; if held in the form of checks, balance of such checks \$0.00, and identity of holder of the checks N/A.

**REQUIRED ATTACHMENTS TO MOTION:**

- (a) In a Chapter 13 case, a postpetition payment history.
- (b) In all cases, copies of documents which indicate movant's interest in the subject property. For purposes of example only, a complete and legible copy of the promissory note or other debt instrument together with a complete and legible copy of the real estate mortgage should be attached. The mortgage should bear date stamps reflecting the recording date together with recording references reflecting the recordation of the mortgage with the appropriate county official. If the subject property is registered land, movant shall attach a copy of the registered land certificate or other documentation reflecting that the mortgage was memorialized as a lien on the registered land certificate.

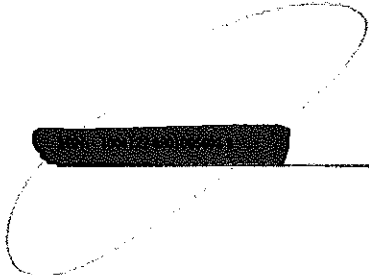
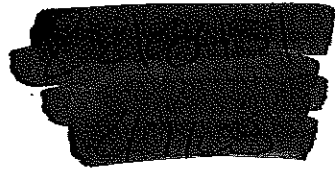
This Exhibit and Worksheet was prepared by:

/s/ Steven M. Palmer  
Steven M. Palmer (0085298)  
SHAPIRO, VAN ESS, PHILLIPS & BARRAGATE, LLP  
4805 Montgomery Road, Suite 320  
Norwood, Ohio 45212  
(513) 396-8100  
(847) 627-8805-fax  
stpalm@logs.com  
Attorneys for Creditor

Loan No: 102218451 Debtor(s): Irwin Mortgage Corporation Late Charge Type \_\_\_\_\_ Last Edited \_\_\_\_\_  
 Case No.: 11-57191 Date Filed: 07/08/11 Late charge %: \_\_\_\_\_

Post Petition Due Date: \_\_\_\_\_ Suspense: \$0.00 Agreed Order Due Date: \_\_\_\_\_

Date Received	Post Petition Due Date	Principal & Interest	Escrow	Total Payment Due	Other Amount Applied	Agreed Order Payment Due	Agreed Order Payment Amount	Amount Received	Difference
06/01/09	07/01/09	\$954.30	\$214.33	\$1,189.00	\$			\$0.00	\$(1,189.00)
	Totals			\$1,189.00	\$0.00		\$	\$0.00	



NOTE



JANUARY 17, 2008  
(Date)

4608 SOUTH QUIET TERRACE, HOMOSASSA, FLORIDA 34446  
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means ASSURITY FINANCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY 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 ONE HUNDRED FIFTY THOUSAND NINE HUNDRED EIGHTY-ONE AND 00/100 Dollars (U.S. \$150,981.00), 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 the rate of SIX AND 500/1000 percent ( 6.500 %) per year until the full amount of principal has been paid.

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." The 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 MARCH 1, 2008 . Any principal and interest remaining on the first day of FEBRUARY, 2038 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 6025 SOUTH QUEBEC STREET, SUITE 350, ENGLEWOOD, COLORADO 80111 or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 954.30 . 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.

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

Growing Equity Allonge

Graduated Payment Allonge

Other (specify)

*L.J.*

*SAPT*



5. 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. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. 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 AND 000/1000 ( 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. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. 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 to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. 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.

8. 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.

9. 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.

The state documentary tax due on this Note has been paid and the proper stamps have been affixed to the mortgage securing this indebtedness.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 2 of this Note.

Handwritten signatures of Leonard Talmadge and Susan Ann Talmadge with (SEAL) Borrower labels. Below are three sets of blank lines for additional signatures, each with a (SEAL) Borrower label.

Pay to Order of NATIONWIDE ADVANTAGE MORTGAGE COMPANY

Without Recourse Assurity Financial Services, LLC. By: Angie Middlebrook, Post Closing Manager

PAY TO THE ORDER OF JANE CONWAY VICE PRESIDENT OPERATIONS

RECORD & RETURN TO  
TURNKEY TITLE  
3696 N. FEDERAL HIGHWAY  
SUITE 300  
FORT LAUDERDALE, FL 33308



2008007375 13 PGS

This Instrument Prepared By:  
ASSURITY FINANCIAL SERVICES, LLC  
6025 SOUTH QUEBEC STREET, SUITE 350  
ENGLEWOOD, CO 80111  
*John Tyler*  
After Recording Return To:  
ASSURITY FINANCIAL SERVICES, LLC  
6025 SOUTH QUEBEC STREET, SUITE 350  
ENGLEWOOD, COLORADO 80111  
Loan Number: S12343

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$112.00  
MORTGAGE TAX: \$528.50  
INTANGIBLE TAX: \$301.98  
# 2008007375 BK:2194 PG:365  
02/14/2008 01:30 PM 13 PGS  
AHOLMES,DC Receipt #004024

TT07.17059

(Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JANUARY 17, 2008  
The mortgagor is LEONARD TALMADGE AND SUSAN ANN TALMADGE, HUSBAND AND  
WIFE

(Borrower).  
This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee  
for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and  
existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-  
2028, tel. (888) 678-MERS.

ASSURITY FINANCIAL SERVICES, LLC (Lender)  
is organized and existing under the laws of COLORADO  
and has an address of 6025 SOUTH QUEBEC STREET, SUITE 350, ENGLEWOOD,  
COLORADO 80111

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND NINE  
HUNDRED EIGHTY-ONE AND 00/100 Dollars (U.S. \$ 150,981.00 ).

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 FEBRUARY 1, 2038 .  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and  
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced  
under paragraph 7 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and  
assigns of MERS the following described property located in CITRUS County, Florida:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 181930-210000610

*J.T.*

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which has the address of 4608 SOUTH QUIET TERRACE  
(Street)  
HOMOSASSA, Florida 34446 ("Property Address")  
(City) (Zip Code)

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

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

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

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

1. **Payment of Principal, Interest 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 Payment 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, a sum for (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 under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for 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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance

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remaining for all installment 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; and
  - FIFTH, to late charges due under the Note.

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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender 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

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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. 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.

7. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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 (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all 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), and

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(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 if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option 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, 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 successors 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.

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

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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 the Note and of this Security Instrument.  
16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **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 17.

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.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender

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shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. 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.

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

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

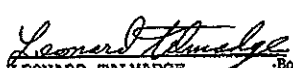
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Graduated Payment Rider                            | <input type="checkbox"/> Growing Equity Rider      |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider                              | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider      | <input checked="" type="checkbox"/> Other [Specify] MANUFACTURED HOME RIDER |  |

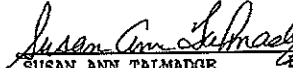
*AS*

*SAT*



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal)  
LEONARD TALMADGE -Borrower  
4608 SOUTH QUIET TERRACE,  
HOMOSASSA, FLORIDA 34446

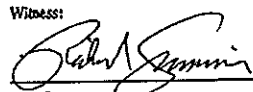
 (Seal)  
SUSAN ANN TALMADGE -Borrower  
4608 SOUTH QUIET TERRACE,  
HOMOSASSA, FLORIDA 34446

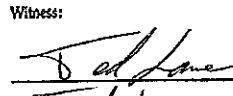
\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower


Witness:  
  
RICKANA SIMUS

Witness:  
  
Ted Lane

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 18 day of January 2008  
by LEONARD TALMADGE AND SUSAN ANN TALMADGE

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

 NOTARY PUBLIC STATE OF FLORIDA  
Richard Simms  
Commission #DD560189  
Expires: JULY 21, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

  
Notary Public

(Seal)

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**MANUFACTURED HOME RIDER  
TO MORTGAGE, DEED OF TRUST  
OR OTHER SECURITY INSTRUMENT**

THIS MANUFACTURED HOME RIDER is made this 17th day of JANUARY, 2008 and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to ASSURITY FINANCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

4608 SOUTH QUIET TERRACE, HOMOSASSA, FLORIDA 34446

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1.  **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinafter described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: Year Built: 2001 Model: CLASSIC III Length and Width: Serial Number: 22383A B CLASSIC III

No Certificate of Title has been issued  Certificate of Title No. 702866

2.  **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make: Year Built: Model: Length and Width: Serial Number:

No Certificate of Title has been issued  Certificate of Title No.

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**3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.** If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

**4. SECURITY AGREEMENT AND FINANCING STATEMENT.** This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**5. RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

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6. INVALID PROVISIONS. If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this 18 day of JAN - 2008

  
LEONARD TALMADGE -Borrower

  
SUSAN ANN TALMADGE -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

EXHIBIT "A"

**LOT 61, OAK FOREST ESTATES, AN UNRECORDED  
SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:**

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 30 TOWNSHIP 19 SOUTH, RANGE 18 EAST,  
THENCE N. 0 DEG. 30' 57" E ALONG THE WEST LINE OF  
SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF 657.89 FEET  
TO THE POINT OF BEGINNING, THENCE CONTINUE N 0 DEG.  
30' 57" E ALONG SAID WEST LINE A DISTANCE OF 176.64  
FEET, THENCE S 89 DEG. 44' 46" E PARALLEL TO THE  
NORTH LINE OF SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF  
272.07 FEET, THENCE S 0 DEG. 30' 57" W PARALLEL TO  
SAID WEST LINE A DISTANCE OF 174.72 FEET, THENCE S.  
89 DEG. 50' 57" W 272.08 FEET TO THE POINT OF  
BEGINNING.

a/k/a 4608 South Quiet Terrace, Homosassa, FL, 34446

Tax ID: 181930-210000610

Name: Bill Hudson  
Land Title Insurance of Citrus County, Inc.  
Address: P.O. Box 2049  
Homosassa Springs, FL. 34447  
Return to: Land Title Insurance of Citrus County, Inc.  
FILE NO. LT-23194  
Address: P.O. Box 2049  
Homosassa Springs, FL. 34447  
Property Appraisers Parcel Identification Number(s): R3019S18E 21000 0610  
Grantee(s) S.S #'s:

Exhibit Deed Page 1 of 1

Documentary Tax Paid \$ 56.00  
Intangible Tax Paid \$  
Betty Strifler,  
Clerk of Circuit Court  
Citrus County, Florida  
By: an D.C.

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK OF COURTS  
DATE 5/10/01 TIME 11:34 AM  
FILE# 1190428  
VERIFIED BY: PC

BK 1425 PG 1705

SPACE ABOVE THIS LINE FOR RECORDING DATA

*Handwritten notes:*  
of 5/10/01  
6w Rec  
5/10/01

**THIS WARRANTY DEED** made the 3rd day of May, 2001 by Wallace Jerome Duncan and Jeanne Duncan, husband and wife whose street address is 4576 S. Quiet Terrace, Homosassa, FL 34446, hereinafter called the grantor, to Leonard Talmadge and Susan Ann Talmadge, husband and wife whose street address is 4608 S. Quiet Terrace, Homosassa, FL 34446 hereinafter called the grantee:

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

**WITNESSETH**, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in CITRUS County, State of FL, is:

Lot 61, Oak Forest Estates, an unrecorded subdivision, being more particularly described as follows:  
Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 30 Township 19 South, Range 18 East, thence N 0 deg. 30' 57" E along the West line of said NE 1/4 of the SW 1/4 a distance of 657.89 feet to the Point of Beginning, thence continue N 0 deg. 30' 57" E along said West line a distance of 176.64 feet, thence S 89 deg. 44' 46" E parallel to the North line of said NE 1/4 of the SW 1/4 a distance of 272.07 feet, thence S 0 deg. 30' 57" W parallel to said West line a distance of 174.72 feet, thence S 89 deg. 50' 57" W 272.08 feet to the Point of Beginning.  
Subject to a 25 foot wide easement along the South and East boundaries thereof for road right of way and utility easement.

**Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. To Have and to Hold, the same in fee simple forever.**

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2000. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

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

Signed, sealed and delivered in the presence of:

[Signature]  
Signature William J. Hudson  
Printed Signature  
[Signature]  
Signature Beverly E. Sutton  
Printed Signature

[Signature]  
Wallace Jerome Duncan  
[Signature]  
Jeanne Duncan

"THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA IS NOT RESPONSIBLE FOR, NOR IS ANY OTHER GOVERNMENTAL AGENCY RESPONSIBLE FOR, THE MAINTENANCE OR IMPROVEMENT OF ANY DRIVE ROAD, STREET, EASEMENT OR RIGHT-OF-WAY PROVIDING INGRESS AND EGRESS TO THE PROPERTY HEREIN CONVEYED."

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 3rd day of May, 2001 by Wallace Jerome Duncan and Jeanne Duncan, husband and wife, who is personally known to me or who produced FL. D.C.'s as identification and who did/did not take an oath.

[Signature]  
Notary Public  
My Commission Expires:

[seal]



BEVERLY E. SUTTON  
Notary Public, State of Florida  
My Comm. Exp. May 19, 2002  
Comm. No. CC 738415

**ASSIGNMENT OF MORTGAGE OR REAL ESTATE**

DOCUMENT PREPARED BY: Gail Thompson  
 Nationwide Advantage Mortgage Company  
 1100 Locust St., Dept 2009  
 Des Moines, IA 50391-2009

After Recording Return to:  
 Law Offices of David J. Stern, PA  
 900 South Pine Island Road, Suite 400  
 Plantation FL 33324



OFFICIAL RECORDS  
 CITRUS COUNTY  
 BETTY STRIFLER  
 CLERK OF THE CIRCUIT COURT  
 RECORDING FEE: \$18.50  
 # 2010043511 BK:2379 PG:1461  
 09/30/2010 02:05 PM 2 PGS  
 KHUGAR, DC Receipt #035031

For Good and Valuable Consideration the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Assurity Financial Services, LLC, grantor by these presents does convey, grant bargain, sell assign, transfer and set over to: Nationwide Advantage Mortgage Company whose address is 1100 Locust St., Dept 2009 Des Moines IA 50391-2009, that a certain mortgage bearing the date of January 17, 2008 made and executed by **LEONARD TALMADGE and SUSAN ANN TALMADGE**, and recorded in the records of the office of the County Recorder of Citrus County, State of Florida, in **Doc# 2008007375, Book 2194, Page 365** on February 14, 2008, being more particularly described as:

See Attached

Dated September 20, 2010.

In witness whereof, the undersigned corporation has caused this assignment to be executed as a sealed instrument by its duly sworn officer (s).

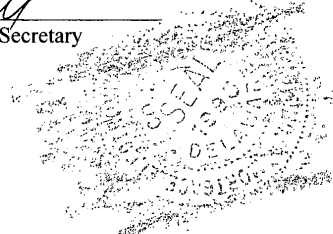
MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC. as nominee for Assurity Financial Services,  
 LLC.

Martha Cook  
 Witness: Martha Cook

David Simpson  
 Witness: David Simpson

By: Mary Solon  
 Mary Solon, Assistant Secretary

Attest: Karla K. Neel  
 Karla K. Neel, Assistant Secretary



STATE OF IOWA )  
 ) SS  
 COUNTY OF POLK )

Before me, the undersigned, a Notary Public, in and for said Polk County, Iowa on September 20, 2010 personally appeared Mary Solon and Karla K. Neel, known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Assistant Secretaries, and acknowledged to me that they executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Evon Z. Swanson  
 Notary Public

**Account #2218451**  
 MIN: 100412708010056933  
 MERS Phone: 1-888-979-6377





EXHIBIT "A"

2218451

**LOT 61, OAK FOREST ESTATES, AN UNRECORDED  
SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:**

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 30 TOWNSHIP 19 SOUTH, RANGE 18 EAST,  
THENCE N. 0 DEG. 30' 57" E ALONG THE WEST LINE OF  
SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF 657.89 FEET  
TO THE POINT OF BEGINNING, THENCE CONTINUE N 0 DEG.  
30' 57" E ALONG SAID WEST LINE A DISTANCE OF 176.64  
FEET, THENCE S 89 DEG. 44' 46" E PARALLEL TO THE  
NORTH LINE OF SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF  
272.07 FEET, THENCE S 0 DEG. 30' 57" W PARALLEL TO  
SAID WEST LINE A DISTANCE OF 174.72 FEET, THENCE S.  
89 DEG. 50' 57" W 272.08 FEET TO THE POINT OF  
BEGINNING.

a/k/a 4608 South Quiet Terrace, Homosassa, FL, 34446

Tax ID: 181930-210000610