

EXHIBIT 45

**PNC BANK NA
MORTGAGE
FORECLOSURE
COVER PAGE**

INSUFFICIENT FUNDS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK,

562011CA003310 SENIOR JUDGE

NOV 11 2011 4:27 PM CIRCUIT COURT

NOV 11 2011 4:27 PM SENIOR JUDGE

Plaintiff,

JOHN B. CULVERHOUSE; THE UNKNOWN SPOUSE OF JOHN B. CULVERHOUSE; SUSAN D. CULVERHOUSE; THE UNKNOWN SPOUSE OF SUSAN D. CULVERHOUSE; SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE; THE UNKNOWN SPOUSE OF SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE; CITY OF FORT PIERCE; PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK; UNITED STATES OF AMERICA; 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; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

Defendant(s).

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, PNC Bank National Association as successor in interest to Harbor Federal Savings Bank, sues Defendants, John B. Culverhouse; The Unknown Spouse of John B. Culverhouse; Susan D. Culverhouse; The Unknown Spouse of Susan D. Culverhouse; Sybil Levita Culverhouse a/k/a Sybil L. Culverhouse; The Unknown Spouse of Sybil Levita Culverhouse a/k/a Sybil L. Culverhouse; City of Fort Pierce; PNC Bank National Association as successor in interest to Harbor Federal Savings Bank; United States of America; 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; Tenant #1, Tenant #2, Tenant #3, and Tenant #4, the names being fictitious to account for parties in possession, and alleges:

MORTGAGE FORECLOSURE

- 1. This is an in rem action to foreclose a mortgage on real property(hereinafter 'Property') located and situated in St. Lucie County, Florida.
2. On January 27, 2004, there was executed and delivered a Promissory Note ("Note") and a Mortgage securing the payment of the Note. The Mortgage was recorded on February 3, 2004, in Official Records Book 1893 at Page 1035 of the Public Records of St. Lucie County, Florida, (All subsequent recording references are to the public records of St. Lucie County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.
3. Plaintiff is entitled to enforce the Promissory Note and Mortgage.
4. The Property is now owned of record by Defendant(s), John B. Culverhouse, Susan D. Culverhouse, and Sybil Levita Culverhouse a/k/a Sybil L. Culverhouse.
5. The Note and Mortgage are in default. The required installment payment of July 1, 2010, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the July 1, 2010 payment. The last payment received was applied to the June 1, 2010 installment, and no subsequent payments have been applied to the loan.
6. Plaintiff declares the full amount payable under the Note and Mortgage to be now due.
7. Plaintiff must be paid \$220,947.05 in principal on the Note and Mortgage, together with interest from June 1, 2010, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.
8. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed or have occurred.
9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services

in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the instruments upon which this action is based.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless as otherwise provided for by law.

11. John B. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 481, Page 1103; a Warranty Deed recorded in Official Records Book 257, Page 2467, or may otherwise claim an interest in the Property.

12. Susan D. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 481, Page 1103; a Warranty Deed recorded in Official Records Book 257, Page 2467, or may otherwise claim an interest in the Property.

13. Sybil Levita Culverhouse a/k/a Sybil L. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 481, Page 1103; or may otherwise claim an interest in the Property.

14. City of Fort Pierce may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Order Imposing Fine and Lien recorded in Official Records Book 2910, Page 27, or may otherwise claim an interest in the Property.

15. PNC Bank National Association as successor in interest to Harbor Federal Savings Bank may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of A Subordinate Mortgage recorded in Official Records Book 2624, Page 744; a Future Advance and Modification Agreement recorded in Official Records Book 2682, Page 2489, or may otherwise claim an interest in the Property.

16. United States of America may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Federal Tax Lien recorded in Official Records Book 3255, Page 1488; a Federal Tax Lien recorded in Official Records Book 3271, Page 2692, or may otherwise claim an interest in the Property.

17. The Unknown Spouse of John B. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

18. The Unknown Spouse of Susan D. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

19. The Unknown Spouse of Sybil Levita Culverhouse a/k/a Sybil L. Culverhouse may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

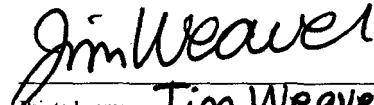
20. Tenant #1, Tenant #2, Tenant #3 and Tenant #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, or may otherwise claim an interest in the Property. The names of these Defendants are unknown to the Plaintiff.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the

alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

FLA. R. CIV. P. 1.110(b) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.


Printed name: Jim Weaver
Title: Authorized Signer
Date: 11/8/2011
By PNC Bank, National Association

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743

By: 
CLAIRE BRUECK, ESQ.
FLORIDA BAR NO. 85754

IN THE CIRCUIT COURT OF THE NINETEENTH
JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

2011 NOV 30 PM 4: 27
CLERK OF CIRCUIT COURT

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN
INTEREST TO HARBOR FEDERAL SAVINGS BANK,

CASE NO.:

DIVISION:

Plaintiff,

vs.

JOHN B. CULVERHOUSE; THE UNKNOWN SPOUSE OF JOHN B. CULVERHOUSE; SUSAN D. CULVERHOUSE; THE UNKNOWN SPOUSE OF SUSAN D. CULVERHOUSE; SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE; THE UNKNOWN SPOUSE OF SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE; CITY OF FORT PIERCE; PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK; UNITED STATES OF AMERICA; 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; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

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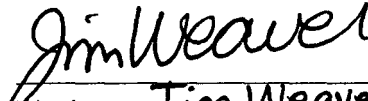
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WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the

alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

FLA. R. CIV. P. 1.110(b) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.


Printed name: Jim Weaver
Title: Authorized Signer
Date: 11/8/2011
By PNC Bank, National Association

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743

By: 
CLAIRE BRUECK, ESQ.
FLORIDA BAR NO. 85754

PLEASE RETURN TO CH BOX: 76
TREASURE COAST TITLE/FILE NO: 03-6589
PREPARED BY:

Name: BARBARA GAMBARDILLA

Address: HARBOR FEDERAL SAVINGS BANK
P.O. BOX 249
FORT PIERCE, FL 34954-0249

* Doc ASSURP: \$ 0.00
* Doc Tax : \$ 1,161.30
* Int Tax : \$ 663.60

Return to:
TREASURE COAST ABSTRACT & TITLE
401B SOUTH INDIAN RIVER DRIVE
FORT PIERCE, FL 34954

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2346244 OR BOOK 1893 PAGE 1035
Recorded: 02/03/04 15:15

[Space Above This Line For Recording Data]

5024285594

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated January 27, 2004, together with all Riders to this document.
- (B) "Borrower" is JOHN B. CULVERHOUSE and SUSAN D. CULVERHOUSE, HUSBAND and WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HARBOR FEDERAL SAVINGS BANK
Lender is a Savings Bank
the laws of the United States of America
P.O. BOX 249, FORT PIERCE, FL 34954-0249

organized and existing under
Lender's address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 27, 2004. The Note states that Borrower owes Lender Three Hundred Thirty One Thousand Eight Hundred and no/100 Dollars (U.S. \$331,800.00) plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2019

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

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

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

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) (specify) TIMELY PAYMENT PROGRAM |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

ITEM 1616L1 (021)

(Page 1 of 11 pages)

Form 3010 1/01
GREATLAND®
To Order Call 1-800-533-9991 • Fax 615-791-1131

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

County **St Lucie**
(Type of Recording Jurisdiction) of (Name of Recording Jurisdiction)

SEE ATTACHED SCHEDULE "A"

which currently has the address of

1635 THUMBPOINT DRIVE
(Street)

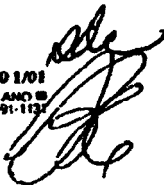
FORT PIERCE
(City)

Florida

34949
(Zip Code)

("Property Address"):

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



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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for

Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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

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

disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this

Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the

other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

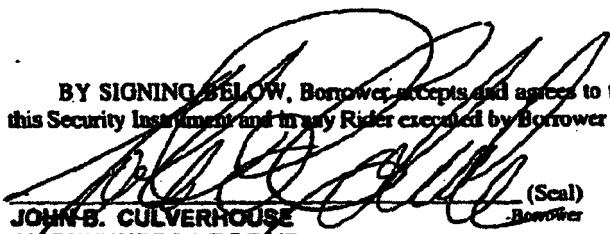
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default;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

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


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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



(Seal)
Borrower
JOHN B. CULVERHOUSE
1635 THUMBPOINT DRIVE
FORT PIERCE, FL 34949



(Seal)
Borrower
SUSAN D. CULVERHOUSE
1635 THUMBPOINT DRIVE
FORT PIERCE, FL 34949

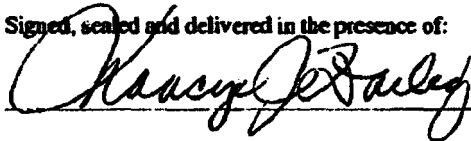
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Signed, sealed and delivered in the presence of:



NANCYE J. DAILEY

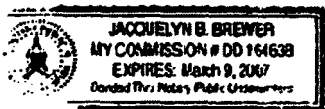


JACQUELYN BREWER

State of Florida
County of ST. LUCIE

The foregoing instrument was acknowledged before me this 27th day of January, 2004 by
JOHN B. CULVERHOUSE AND SUSAN D. CULVERHOUSE, HIS WIFE

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





Notary Public
JACQUELYN BREWER

TIMELY PAYMENT REWARDS RIDER
1.0% Reduction

5024285594

THIS TIMELY PAYMENT REWARDS RIDER is made this 27th day of January, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HARBOR FEDERAL SAVINGS BANK (the "Lender") covering the Property described in the Security Instrument and located at:

1635 THUMBPOINT DRIVE FORT PIERCE, FL 34949

[Property address]

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

A. TIMELY PAYMENT REWARDS RATE REDUCTION

The Note provides for the reduction in the Borrower's interest rate as follows:

1. TIMELY PAYMENT REWARDS RATE REDUCTION

Borrower has agreed to pay the rate of interest set forth in Section 2 of the Note (the "Note Rate") until the full amount of principal has been paid. However, if on any one of the ^{first} second, third or fourth anniversaries of the scheduled due date of the first full installment payment due under the Note (each, an "Anniversary Date") Borrower has demonstrated a Good Payment History, Lender agrees to decrease the Note Rate by one percentage point (1.0%). Borrower will be deemed to have demonstrated a "Good Payment History" if Borrower: (a) has made each of the most recent ~~3~~ consecutive monthly payments under the Note and Security Instrument before the date the next payment was due; and (b) has never been late by 3 months or more in making any monthly payments due under the Note. If Borrower demonstrates a Good Payment History, the new Note Rate will take effect on the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Rate Reduction Date"). Beginning with Borrower's first monthly payment after the Rate Reduction Date, Borrower will pay the new amount as the monthly payment until the Maturity Date. Lender will decrease Borrower's Note Rate only one time during the term of the loan, provided Borrower demonstrates a Good Payment History on either of the second, third or fourth Anniversary Date.

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



JOHN B. CULVERHOUSE

(Seal)

-Borrower



SUSAN D. CULVERHOUSE

(Seal)

-Borrower

SCHEDULE "A"

Parcel I

All of Lot 29 and the easterly one-half of Lot 28, being more particularly described as follows:

Beginning at the NE corner of Lot 28, run Westerly along the Northerly line of Lot 28, 42.50 feet, thence run Southeasterly to a point on the South line of Lot 28, said point being 81.72 feet East of the Southwest corner of Lot 28, thence run East and Northeasterly 81.73 feet to the Southeast corner of Lot 28, thence run Northwesterly 205.3 feet to the Point of Beginning. All of the above being in Block 1, THUMB POINT, as recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

Parcel II

Lot 30, Block 1, THUMB POINT, according to the Plat thereof recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

4965658
775

NOTE

5024285594

January 27, 2004
[Date]

Fort Pierce
[City]

Florida
[State]

**1635 THUMBPOINT DRIVE
FORT PIERCE, FL 34949**

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **331,800.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **HARBOR FEDERAL SAVINGS BANK**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.6250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **March 01, 2004**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **February 01, 2019**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **HARBOR FEDERAL SAVINGS BANK, P.O. BOX 1300, FORT PIERCE, FL 34954-0249**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **3,099.45**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

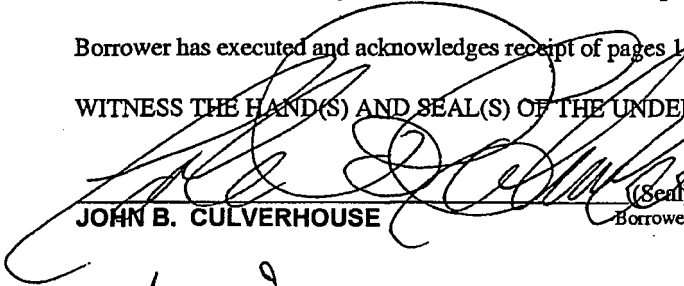
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails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

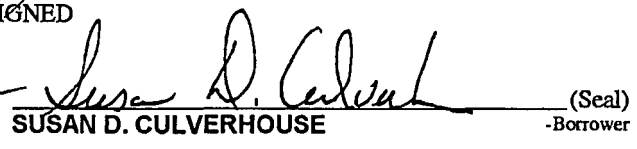
11. DOCUMENTARY TAX


The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

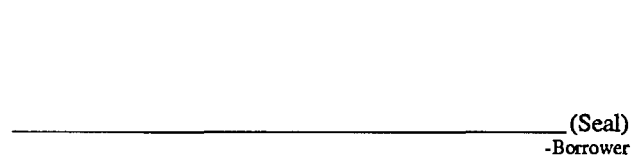
Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

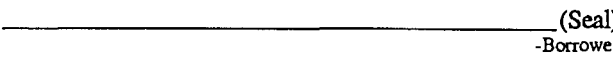
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)
JOHN B. CULVERHOUSE -Borrower

 (Seal)
SUSAN D. CULVERHOUSE -Borrower

 (Seal)
-Borrower

 (Seal)
-Borrower

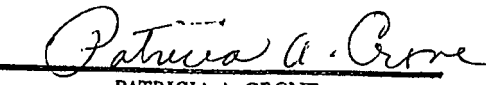
 (Seal)
-Borrower

 (Seal)
-Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO.

[Sign Original Only]


PATRICIA A. CRONE
DOCUMENT RELEASE ADMINISTRATOR

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310
SENIOR JUDGE

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES ___ NO ___
MOBILE HOME
YES ___ NO

VIN # _____
CONTINUOUS MARRIAGE
YES ___ NO ___

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

JOHN B. CULVERHOUSE
1635 Thumb Point Dr
Fort Pierce, FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have (20) calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY



FILED on DEC 05 2011, 2011.

Clerk of Circuit Court

By: *[Signature]*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT

2012 JAN 13 AM 10:53

KEW - 11-94123

* See Attachment for Spanish and French translation.

* See Attachment for Americans with Disabilities Act.

PROVEST, INC.

AFFIDAVIT OF SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 19th day of December, 2011 at 3:43 pm to be served on **JOHN B. CULVERHOUSE, 1635 THUMBPOINT DR, FT PIERCE, FL 34949.**

I, Jimmy Williams, being duly sworn, depose and say that on the **29th day of December, 2011 at 12:30 pm, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits and With Court Authorized Foreclosure Managed Mediation Program & A Notice From the Court Regarding Lawsuits to Foreclose Mortgages on Homes** with the date and hour of service endorsed thereon by me, to: **JOHN B. CULVERHOUSE** at the address of: **1635 THUMBPOINT DR, FT PIERCE, FL 34949**, and informed said person of the contents therein, in compliance with state statutes.

Military Status: Based upon inquiry of party served, Defendant is NOT in the military service of the United States of America.

Marital Status: Based upon inquiry of party served, Defendant is married.

Additional Information pertaining to this Service:

ATTEMPTED THE ADDRESS OF 505 BEACH CT, FT PIERCE, FL 34950; SPOKE TO DEFENDANT AND WAS INFORMED THAT ONLY HIS SON RESIDES AT THAT ADDRESS. DEFENDANT STATED THAT THE ADDRESS OF 1635 THUMBPOINT DR, FT PIERCE, FL 34949 IS HIS LEGAL ADDRESS AND WHERE HE RECEIVES MAIL ALTHOUGH INHABITABLE AND WOULD NOT PROVIDE ADDRESS OF WHERE HE IS STAYING. THE PROPERTY LOCATED AT 1635 THUMBPOINT DR, FT PIERCE, FL 34949 IS NOT A MOBILE HOME.

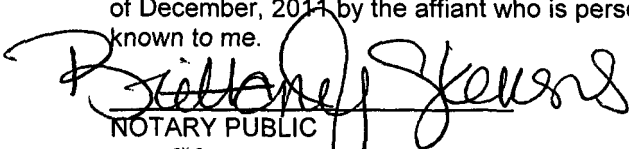
Description of Person Served: Age: 65, Sex: M, Race/Skin Color: White, Height: 6'6", Weight: 250, Hair: Black/Gray, Glasses: Y

AFFIDAVIT OF SERVICE for 562011CA003310

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

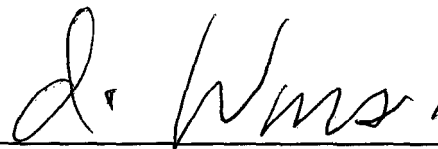
STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 29th day
of December, 2011 by the affiant who is personally
known to me.


NOTARY PUBLIC



BRITTAN STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services



Jimmy Williams
PS 07-10

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011026770
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,

Plaintiff,

vs.

CASE NO.:
DIVISION:

562011CA003310

SENIOR JUDGE

JOHN B. CULVERHOUSE, et al,
Defendant(s).

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES _____ NO _____

MOBILE HOME
YES _____ NO _____

VIN # _____
CONTINUOUS MARRIAGE
YES _____ NO _____

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

THE UNKNOWN SPOUSE OF JOHN B. CULVERHOUSE

1635 Thumb Point Dr
Fort Pierce FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

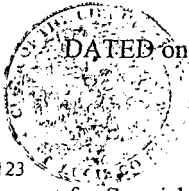
If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743

EXPEDITE:
FIDELITY

2012 JUN 13 10:53



DEC 05 2010

Clerk of Circuit Court

By: *Joseph E. Smith*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT

KEW - 11-94123

* See Attachment for Spanish and French translation.

* See Attachment for Americans with Disabilities Act.

PROVEST, INC.

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on **THE UNKNOWN SPOUSE OF JOHN B. CULVERHOUSE, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.**

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the **7th day of December, 2011 at 4:15 pm, I:**

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 7th day of
December, 2011 by the affiant who is personally
known to me.


NOTARY PUBLIC BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services




MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023556
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310
SENIOR JUDGE

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES NO
MOBILE HOME
YES NO

VIN # _____
CONTINUOUS MARRIAGE
YES NO

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

SUSAN D. CULVERHOUSE
1635 Thumb Point Dr
Fort Pierce, FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have (20) calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY



DATED on **DEC 05 2011**, 201

Clerk of Circuit Court

By: *[Signature]*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT

2012 DEC 13 AM 12:53

KEW - 11-9412
* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act.
PROVEST, INC.

AFFIDAVIT OF SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 19th day of December, 2011 at 3:43 pm to be served on **SUSAN D. CULVERHOUSE, 1635 THUMBPOINT DR, FT PIERCE, FL 34949.**

I, Jimmy Williams, being duly sworn, depose and say that on the **29th day of December, 2011 at 12:30 pm, I:**

SUBSTITUTE served by delivering a true copy of the **Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits and With Court Authorized Foreclosure Managed Mediation Program & A Notice From the Court Regarding Lawsuits to Foreclose Mortgages on Homes with the date and hour of service** endorsed thereon by me, to: **JOHN B. CULVERHOUSE as SPOUSE of SUSAN D. CULVERHOUSE** at the address of: **1635 THUMBPOINT DR., FT PIERCE, FL 34949**, the within named person's usual place of **Abode**, who resides therein, who is fifteen (15) years of age or older and informed said person of the contents therein, in compliance with state statutes.

Military Status: Based upon inquiry of party served, Defendant is NOT in the military service of the United States of America.

Marital Status: Based upon inquiry of party served, Defendant is married.

Additional Information pertaining to this Service:

ATTEMPTED THE ADDRESS OF 505 BEACH CT, FT PIERCE, FL 34950; SPOKE TO DEFENDANT AND WAS INFORMED THAT ONLY HIS SON RESIDES AT THAT ADDRESS. DEFENDANT STATED THAT THE ADDRESS OF 1635 THUMBPOINT DR, FT PIERCE, FL 34949 IS HIS LEGAL ADDRESS AND WHERE HE RECEIVES MAIL ALTHOUGH INHABITABLE AND WOULD NOT PROVIDE ADDRESS OF WHERE HE IS STAYING. THE PROPERTY LOCATED AT 1635 THUMBPOINT DR, FT PIERCE, FL 34949 IS NOT A MOBILE HOME.

Description of Person Served: Age: 65, Sex: M, Race/Skin Color: White, Height: 6'6", Weight: 250, Hair: Black/Gray, Glasses: Y

AFFIDAVIT OF SERVICE for 562011CA003310

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 29th day
of December, 2011 by the affiant who is personally
known to me.

Brittany Stevens

NOTARY PUBLIC



BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services

Jimmy Williams

Jimmy Williams
PS 07-10

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011026771
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,

Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310
SENIOR JUDGE

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES _____ NO _____
MOBILE HOME
YES _____ NO

VIN # _____
CONTINUOUS MARRIAGE
YES _____ NO _____

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

THE UNKNOWN SPOUSE OF SUSAN D. CULVERHOUSE
1635 Thumb Point Dr
Fort Pierce FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743

EXPEDITE:
FIDELITY



DEC 05 2011

on _____, 2011.
Clerk of Circuit Court

By: *Susan Wilson*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT
2011 DEC 13 AM 10:53

KEW - 11-94123
* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act.
PROVEST, INC.

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on
THE UNKNOWN SPOUSE OF SUSAN D. CULVERHOUSE, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the 7th day of December, 2011 at 4:15 pm, I:

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

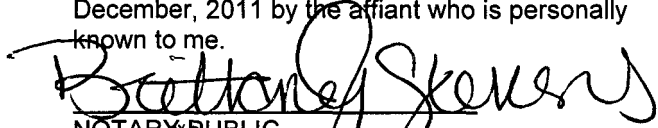
Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

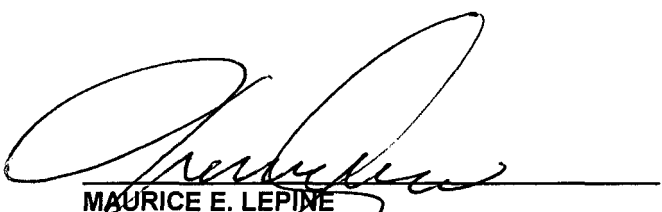
Subscribed and Sworn to before me on the 7th day of December, 2011 by the affiant who is personally known to me.



NOTARY PUBLIC



BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services



MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023558
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310
SENIOR JUDGE

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES _____ NO _____
MOBILE HOME
YES _____ NO

VIN # _____
CONTINUOUS MARRIAGE
YES _____ NO _____

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE
1635 Thumb Point Dr
Fort Pierce, FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have (20) calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY

DEC 05 2011



FILED on _____, 2011
Clerk of Circuit Court

By: *Theresa Wilson*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT

KEW - 11-94123

* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act.

PROVEST, INC.

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the 7th day of December, 2011 at 4:15 pm, I:

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 7th day of
December, 2011 by the affiant who is personally
known to me.


NOTARY PUBLIC BRITANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services




MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023562
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,

Plaintiff,

vs.

CASE NO.:
DIVISION:

562011CA003310

SENIOR JUDGE

JOHN B. CULVERHOUSE, et al.,
Defendant(s).

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES NO
MOBILE HOME
YES NO
VIN # _____
CONTINUOUS MARRIAGE
YES NO

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

**THE UNKNOWN SPOUSE OF SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L.
CULVERHOUSE**
1635 Thumb Point Dr
Fort Pierce FL 34949-3570

IMPORTANT

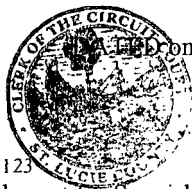
A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743

EXPEDITE:
FIDELITY



DEC 05 2011

Clerk of Circuit Court

By: *Joseph E. Smith*
Deputy Clerk

JOSEPH E. SMITH
CLERK OF COURT

2011 DEC 13 5:53

KEW - 11-94123

* See Attachment for Spanish and French translation.

* See Attachment for Americans with Disabilities Act.

PROVEST, INC.

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on **THE UNKNOWN SPOUSE OF SYBIL LEVITA CULVERHOUSE A/K/A SYBIL L. CULVERHOUSE, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.**

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the **7th day of December, 2011 at 4:15 pm, I:**

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 7th day of December, 2011 by the affiant who is personally known to me.

Brittany Stevens

NOTARY PUBLIC BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services



Maurice E. Lepine

MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023563
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310

SENIOR JUDGE

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of
Lis Pendens in this lawsuit upon the below-named Defendant:

CITY OF FORT PIERCE
c/o J. Robinson
100 N. US 1
Fort Pierce, FL 34950

IMPORTANT

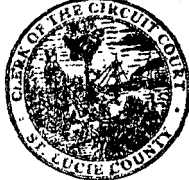
The defendant is required to serve written defenses to the complaint on Claire Brueck, Esq., whose
address is P.O. Box 23028, Tampa, FL 33623, within (20) days after service of this summons on that
defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court
either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default
will be entered against that defendant for the relief demanded in the complaint.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY

DATED on DEC 05 2011, 2011.
Clerk of Circuit Court



By: [Signature]
Deputy Clerk

JOSEPH E. SMITH
CLERK OF CIRCUIT COURT

CLERK OF CIRCUIT COURT

2012 JAN 13 AM 10:53

KEW - 11-94123
* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act
PROVEST, INC.

AFFIDAVIT OF SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO
HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on **CITY OF FORT PIERCE C/O J. ROBINSON, 100 N. US 1, FORT PIERCE, FL 34950.**

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the **9th day of December, 2011 at 8:40 am, I:**

served a **GOVERNMENT AGENCY** by delivering a true copy of the **Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits** with the date and hour of service endorsed thereon by me, to: **ROBERT J. BENTON II** as **MAYOR** for **CITY OF FORT PIERCE C/O J. ROBINSON**, and informed said person of the contents therein, in compliance with State Statutes.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Subscribed and Sworn to before me on the 9th day of
December, 2011 by the affiant who is personally known to
me.


NOTARY PUBLIC



BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services


MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023570
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310

SENIOR JUDGE

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK
c/o Branch Manager:
03 N. Indian River Dr
Fort pierce, FL 34950

IMPORTANT

The defendant is required to serve written defenses to the complaint on Claire Brueck, Esq., whose address is P.O. Box 23028, Tampa, FL 33623, within (20) days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY



DATED on DEC 05 2011, 2011

Clerk of Circuit Court

JOSEPH E. SMITH
CLERK OF COURT

By: *[Signature]*
Deputy Clerk

KEW - 11-94123

* See Attachment for Spanish and French translation.

* See Attachment for Americans with Disabilities Act

PROVEST, INC.

2012 JAN 13 AM 10:53
CLERK OF CIRCUIT COURT

AFFIDAVIT OF SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli

ALBERTELLI LAW

777 South Harbour Island Blvd., Suite 94

Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on **PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK C/O BRANCH MANAGER, 03 NORTH INDIAN RIVER DRIVE, FORT PIERCE, FL 34950.**

I, RANDALL BADGER, being duly sworn, depose and say that on the **7th day of December, 2011 at 10:30 am, I:**

served a **CORPORATION** by delivering a true copy of the **Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits** with the date and hour of service endorsed thereon by me, to: **JODY KISLER as ASSISTANT MANAGER for PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK**, at the alternate address of: **100 SOUTH SECOND STREET, FORT PIERCE, FL 34950**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

THE GIVEN ADDRESS OF 03 NORTH INDIAN RIVER DRIVE, FORT PIERCE, FL 34950 IS NOT VALID IN SAINT LUCIE COUNTY. SERVICE WAS EXECUTED AT THE CORRECT ADDRESS OF 100 S. SECOND STREET, FORT PIERCE, FL 34950, AS NOTED.

Description of Person Served: Age: 28+, Sex: F, Race/Skin Color: White, Height: 5'4", Weight: 135, Hair: Blonde, Glasses: N

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

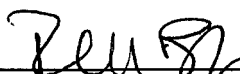
Subscribed and Sworn to before me on the 7th day of
December, 2011 by the affiant who is personally

known to me.


NOTARY PUBLIC



Notary Public State of Florida
BROOKE ZAMBUTO
My Commission DD761722
Expires 02/24/2012



RANDALL BADGER
07-26

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023571
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310
SENIOR JUDGE

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

UNITED STATES OF AMERICA
c/o Wifredo A. Ferrer, Esq., U.S. District Attorney for the Southern District of Florida,
500 E. Broward Blvd
Fort Lauderdale, FL 33394

IMPORTANT

The defendant is required to serve written defenses to the complaint on Claire Brueck, Esq., whose address is P.O. Box 23028, Tampa, FL 33623, within (60) days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY

ASST.
U.S.

DATED on DEC 05 2011, 2011.
Clerk of Circuit Court



JOSEPH E. SMITH
CLERK OF COURT

By: [Signature]
Deputy Clerk

ATTORNEY

KEW - 11-94123
* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act
PROVEST, INC.

2012 JAN 13 AM 10:53

#:11-94123



RETURN OF SERVICE

IN THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA

PLAINTIFF PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR FEDERAL SAVINGS BANK; et seq.

vs.

DEFENDANT JOHN B. CULVERHOUSE, ET AL,

DEFENDANT TO BE SERVED: United States of America

CASE NO 56-2011-CA-003310

TYPE OF PROCESS SUMMONS & COMPLAINT LIS PENDENS

DIVISION

OTHER VERIFICATION

Received this process on the 12/08/2011 at 9:00 AM

I served not served the within named defendant.

DATE/TIME: 12/9/2011 10:50:00 AM

ADDRESS WHERE SERVED
(OR ATTEMPTED)

C/O WIFREDO A. FERRER, ESQ., U.S. DISTRICT
ATTORNEY FOR THE SOUTHERN DISTRICT OF
FLORIDA
500 E BROWARD BLVD
FORT LAUDERDALE, FL 33394

CORPORATE, PARTNERSHIP, ASSOCIATION OR GOVERNMENT SERVICE: By delivering a true copy of the process with the date and hour of service endorsed by me and a copy of the complaint to:

STEVE PETRI

as ASSISTANT US ATTORNEY, AUTHORIZED TO ACCEPT SVC of said entity.

In absence of the president, vice-president, other head of the corporation, cashier, treasurer, secretary, general manager, director, officer or business agent residing in the state as defined by F.S. 48.081.

For failure of the Registered Agent to be his/her designated place for service pursuant to 48.091 and by serving the above named person as employee of said corporation at the corporation's place of business.

COMMENTS:

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served, and/or am otherwise duly authorized to have served process in the jurisdiction where process was served.

"Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true." F.S. 92.525

X _____

Notary Not Required Pursuant to FS 92.525

MICHAEL HARRISON

Special Process Server #: 728 MICHAEL HARRISON

County BROWARD

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA
CIVIL ACTION

PNC BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO HARBOR
FEDERAL SAVINGS BANK,
Plaintiff,

vs.

JOHN B. CULVERHOUSE, et al,
Defendant(s).

CASE NO.:
DIVISION:

562011CA003310

SENIOR JUDGE

SUMMONS
PERSONAL SERVICE ON A NATURAL PERSON

THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:

MILITARY
YES ___ NO ___
MOBILE HOME
YES ___ NO ___
VIN # _____
CONTINUOUS MARRIAGE
YES ___ NO ___

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Notice of Lis Pendens in this lawsuit upon the below-named Defendant:

TENANT #1
1635 Thumb Point Dr
Fort Pierce FL 34949-3570

IMPORTANT

A lawsuit has been filed against you. You have (20) calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the Plaintiff/Plaintiff's Attorney named below.

PLAINTIFF/PLAINTIFF'S ATTORNEY:

Claire Brueck, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
(813) 221-4743

EXPEDITE:
FIDELITY

DATED on DEC 05 2011, 2011.

Clerk of Circuit Court

By Joseph E. Smith
Deputy Clerk



JOSEPH E. SMITH
CLERK OF COURT

2012 JAN 13 AM 10:53
CLERK OF COURT

KEW - 11-90
* See Attachment for Spanish and French translation.
* See Attachment for Americans with Disabilities Act.
PROVEST, INC.

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on
TENANT #1, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the **7th day of December, 2011 at 4:15 pm, I:**

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

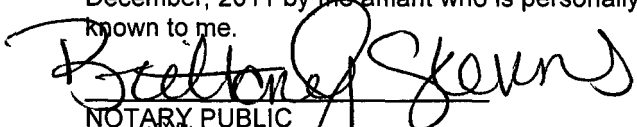
Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

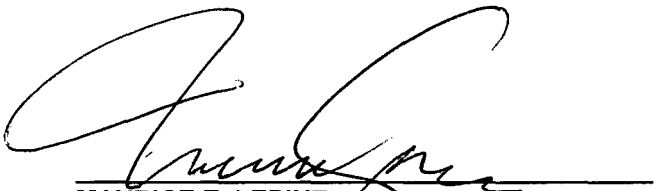
Subscribed and Sworn to before me on the 7th day of
December, 2011 by the affiant who is personally
known to me.



NOTARY PUBLIC



BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services



MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023565
Ref: 11-94123 BS

AFFIDAVIT OF NON-SERVICE

State of Florida

County of Saint Lucie

Circuit Court

Case Number: 562011CA003310

Plaintiff:

**PNC BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST
TO HARBOR FEDERAL SAVINGS BANK**

vs.

Defendant:

JOHN B. CULVERHOUSE; ET AL

For:

James E. Albertelli
ALBERTELLI LAW
777 South Harbour Island Blvd., Suite 94
Tampa, FL 33602

Received by BOYD'S PROCESS SERVICE, INC. on the 6th day of December, 2011 at 2:55 pm to be served on
TENANT #2, 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570.

I, MAURICE E. LEPINE, being duly sworn, depose and say that on the **7th day of December, 2011 at 4:15 pm, I:**

NON-SERVED the Summons, Notice Of Lis Pendens & Verified Mortgage Foreclosure Complaint With Exhibits for the reasons detailed in the comments below.

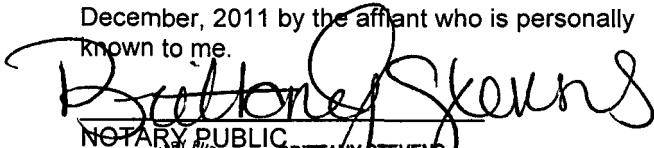
Additional Information pertaining to this Service:

THE PROPERTY LOCATED AT 1635 THUMB POINT DR., FORT PIERCE, FL 34949-3570 IS AN UNINHABITABLE HOME AND IS NOT A MOBILE HOME.

I hereby certify that I am over the age of 18, I am not a party to this action and have no interest in the process being served, and I am a Certified Process Server or Special Process Server in good standing in the judicial circuit/county in which the process was served or an otherwise duly authorized to have served process in the jurisdiction where process was served.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

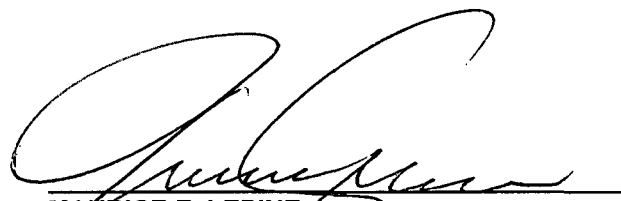
Subscribed and Sworn to before me on the 7th day of December, 2011 by the affiant who is personally known to me.



NOTARY PUBLIC



BRITTANY STEVENS
MY COMMISSION # EE 140555
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services



MAURICE E. LEPINE
PS 07-31

BOYD'S PROCESS SERVICE, INC.
2301 Orange Avenue
Fort Pierce, FL 34950
(772) 460-6679

Our Job Serial Number: PDB-2011023567
Ref: 11-94123 BS

IN THE CIRCUIT COURT OF THE 19TH
JUDICIAL CIRCUIT IN AND FOR ST.
LUCIE COUNTY, FLORIDA

CASE NO. 2011 CA 003310

PNC BANK, NATIONAL ASSOCIATION,
AS SUCCESSOR IN INTEREST TO
HARBOR FEDERAL SAVINGS BANK,

Plaintiff,

v.

JOHN B. CULVERHOUSE; et al.,

Defendants.

**ORDER ON JOINT STIPULATION TO DISMISS THE CASE, TO DISCHARGE LIS
PENDENS, AND TO RETURN THE ORIGINAL NOTE AND MORTGAGE**

THIS CAUSE having come before the Court upon the Parties' Joint Stipulation to Dismiss the Case, to Discharge the Lis Pendens, and to Return the Original Note and Mortgage and the Court, having been informed that this matter has been resolved, that the parties have stipulated to the dismissal of this action, and being otherwise fully advised, does hereby

ORDER AND ADJUDGE:

1. This action, including, but not limited to, any and all claims, counterclaims and/or crossclaims filed between the parties is hereby dismissed with prejudice, with each party bearing its own attorneys' fees and costs incurred herein.

2. The Notice of Lis Pendens filed in this action and recorded on December 7, 2011, in Official Records Book 3345, Page 2037, of the Public Records of St. Lucie County, Florida, is hereby discharged.

3. The Clerk is hereby directed to return the original Note and Mortgage filed with this Court on November 11, 2013, to counsel for Plaintiff, c/o Edward J. O'Sheehan, Esq., Shutts & Bowen LLP, 200 East Broward Blvd., Suite 2100, Fort Lauderdale, FL 33301.

DONE AND ORDERED in Chambers in St. Lucie County, Florida, this 19th day of July, 2016.



Circuit Court Judge

Copies furnished to:

- Edward J. O'Sheehan, Esq.**, Shutts & Bowen LLP, eosheehan@shutts.com, 200 E. Broward Boulevard, Suite 2100, Fort Lauderdale, Florida 33301;
- Brad Culverhouse, Esq.**, Brad Culverhouse Attorney At Law, Chartered, bradculverhouselaw@gmail.com, 505 Beach Court, Suite 1, Fort Pierce, Florida 34950;
- Luis B. Vocelle, Jr., Esq.**, bvocelle@vocelleberg.com, yfraga@vocelleberg.com, and Courtdocs@vocelleberg.com, 3333-20th Street Vero Beach, Florida 32960-2469;
- Robert V. Schwerer, Esq.**, Hayskar, Walker, Schwerer, Dundas & McCain, P.A., schwererlaw@aol.com, P.O. Box 1480 Fort Pierce, Florida 34954;
- United State of America** c/o Wilfredo A. Ferrer, Esq., U.S. District Attorney for the Southern District of Florida, 500 E. Broward Boulevard, Fort Lauderdale, Florida 33394;
- PNC Bank National Association as Successor in Interest to Harbor Federal Savings Bank** c/o Jody Kisler, Assistant Manager, 100 South Second Street, Fort Pierce, Florida 34950.



PNC Bank
 PO Box 1820
 Dayton OH 45401-1820

Customer Service Contact Information

PNC Bank, B6-YM07-01-7
 P.O. Box 1820
 Dayton, Ohio 45401-1820
 1-800-822-5626



3-749-42850-0000135-001-1-000-000-000-000



JOHN B CULVERHOUSE
 1635 THUMB POINT DR
 FORT PIERCE FL 34949-3570

Loan Number: [REDACTED]
 Date: December 19, 2016
 Page 1 of 1

3 Your loan is prepaid and additional monthly payments cannot yet be made.

Here's what happened:

We recently received a payment for your mortgage loan. Your loan is an Adjustable Rate Mortgage (ARM), which means that your interest rate can change, resulting in a change in your monthly payment. Your loan is paid in advance and is due for February, 2017. The scheduled adjustment has not yet been made and all payments that can be paid before this scheduled adjustment have already been applied to your loan.

The funds that you sent to us have been applied directly toward your principal balance on your loan.

Here's what you need to do:

The scheduled adjustment date for your loan is February, 2017. After this date, you will receive a notice regarding your new interest rate and payment amount. At that time, you may continue to make your payments in advance.

How to contact us:



Call Customer Service at 1-800-822-5626, Monday - Thursday, 8:00 a.m. - 9:00 p.m. and Friday, 8:00 a.m. - 5:00 p.m. ET.



Visit pnc.com/homehq and click on *Customer Service & Support* to access account information, make payments and more - 24/7.

PNC values your business. We're here to help with all your lending needs.



01/04/2017

JOHN B CULVERHOUSE

1635 THUMBPOINT DR
FORT PIERCE FL 34949

RE: Loan No. [REDACTED]

Changes to Your Mortgage Interest Rate on January 1, 2017 and to Your Payments on February 1, 2017

Under the terms of your Adjustable-Rate Mortgage (ARM), you had an 11 month period during which your interest rate stayed the same. That period ends on January 1, 2017, so on that date your interest rate changes, and on February 1, 2017 your mortgage payment changes. After that, your interest rate may change every 12 month(s) for the rest of your loan term.

| | Current Rate And Monthly Payment | New Rate And Monthly Payment |
|------------------------------|-------------------------------------|---|
| Interest Rate | 5.25% | 5.75% |
| Principal | \$ 541.17 | \$450.43 |
| Interest | \$ 1,778.09 | \$ 1,926.89 |
| Total Monthly Payment | \$ 2,319.26 | \$2,377.32 (due February 1, 2017) |

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is the PRIME and your margin is 2.00%. The PRIME index is published DAILY in the WALL STREET JOURNAL @ www.wsj.com-money rates section.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the PRIME index, your margin, your loan balance of \$ 402,133.16, and your remaining loan term of 169 months.

Prepayment Penalty: None.

If You Anticipate Problems Making Your Payments:

Contact a PNC Mortgage Customer Service Specialist at 800-822-5626 as soon as possible.

If you seek an alternative to the upcoming changes to your interest rate and payment, the following options may be possible (most are subject to lender approval):

- **Refinance your loan** with us or another lender;
- **Sell your home** and use the proceeds to pay off your current loan;
- **Modify your loan terms** with us;
- **Payment forbearance** temporarily gives you more time to pay your monthly payment.

If you would like contact information for counseling agencies or programs in your area, call the U.S.

Department of Housing and Urban Development (HUD) at 800-569-4287 or visit

www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov>.

To request information or notify us of an error regarding your account, please send a written request/notice to: PNC Mortgage; PO Box 8807; Dayton, OH 45401-8807