

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

3/11/09
6559
V25142

GMAC MORTGAGE, LLC,
Plaintiff(s),

CASE NO.

2009 CA 007764 XXXX NE

vs.

GENEL ALEXIDA, et al,
Defendant(s).

AW

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:

GENEL ALEXIDA
10034 BOYNTON PLACE CIRCLE
BOYNTON BEACH, FL 33437

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:

Andrea D. Pidala, Esquire
Florida Default Law Group, P.L.
9119 Corporate Lake Drive, 3rd Floor
Tampa, Florida 33634
(813) 251-4766

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4867
West Palm Beach, Florida
33402-4867

DATED on MAR 04 2009, 2009.

Clerk of Circuit Court
Carol Nettles

By: _____

Summons (3/89) #51

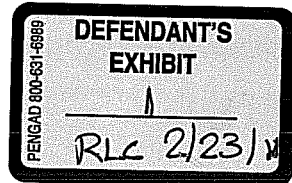
Deputy Clerk

GMAC-SPECFNMA—abiven

* See Attachment for Spanish and French translation.

* See Attachment for Americans with Disabilities Act.

PROVEST



IMPORTANT

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the Administrative Office of the Court, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401, Telephone (561) 355-2431, 1-800-955-6771 (TDD), or 1-800-955-8770 (V), Via "Florida Relay Service".

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes, interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce Tribunal. Un simple coup de téléphone est insuffisant pour vous protéger; vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie au carbone ou une photocopie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

EXHIBIT A

Note: Please read Exhibits B, C, D.

**IMPORTANT NOTICE TO HOMEOWNER
A FORECLOSURE ACTION HAS BEEN
FILED AGAINST YOU
YOU HAVE RIGHTS DURING THE FORECLOSURE**

LEGAL

You are urged to seek legal counsel to protect your rights and your home. If you are able to afford an attorney, you may contact the Palm Beach County Bar Association Lawyer Referral Service at 561-687-3266 or 561-4513256 (Boca/Delray).

If you cannot afford an attorney, you may contact your local legal aid or legal services provider.

Legal Aid Society of Palm Beach County, Inc.	561-655-8944
Florida Rural Legal Services, Inc.	561-820-8902
	561-993-0003 (Belle Glade)

HOUSING COUNSELING

Acorn Housing Corporation	561-588-7618
Consumer Credit Counseling Services, Inc.	800-251-2227
Credit Card Management Services	561-472-8000
Delray Community Development Corporation	561-266-9840
Housing Partnership, Inc.	561-841-3500
Life Improvement for Tomorrow, Inc.	561-868-7026
Urban League of Palm Beach County, Inc.	561-833-1461
Hope Now	888-995-HOPE

One or more of the following options may be available to help you save your home. Contact a Housing Counseling agency to find out additional information.

Reinstatement: Repayment of the total amount that you are behind in a lump sum payment.

Forbearance: Temporary reduction or suspension of your mortgage payments.

Repayment Plan: Agreement that allows the homeowner to repay the amount that you are behind gradually while making your regularly scheduled monthly payments.

Loan Modification: Written agreement that permanently changes one or more of the original terms of your mortgage to make the payments more affordable.

Short Sale: Lender may allow you to sell the home for less than the total amount owed on the mortgage. If lender agrees to the short sale, the remaining portion of the mortgage that exceeds the net proceeds from the sale will be written off by the lender.

Deed-in-lieu of Foreclosure: Lender will cancel the mortgage if the homeowner voluntarily transfers the title of the property to the mortgage lender.

AVOID FORECLOSURE RESCUE SCAMS: You may be contacted by individuals or companies that claim they can save your home from foreclosure. Please seek legal advice before you sign any documents or pay money to anyone offering to save your home from foreclosure. If you think that you have been a victim of a foreclosure scam, you may call one of the following numbers for assistance:

Florida Department of Financial Regulation	1-800-342-2762
Federal Trade Commission	1-877-382-4357
Office of the Attorney General	1-866-966-7266
Consumer Services Division of Florida Department of Agriculture	1-800-435-7352
WPB 990674.1 00099998.06001	

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

AW

GMAC MORTGAGE, LLC,
Plaintiff,

vs.

CASE NO.
DIVISION

2009 CA 007764 XXXX MP
STATE OF FLORIDA RECORDING ONLY F.S. 689.36

GENEL ALEXIDA; ADRIENNE ARISTIL; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER CLAIMANTS; BANK OF AMERICA, NA; SUN VALLEY COMMUNITY MASTER ASSOCIATION, INC A DISSOLVED CORP.; THE COURTS AT BOYNTON PLACE SUB-ASSOCIATION, INC; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession
Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a mortgage recorded in Official Records Book 18812, Page 1665, on the following property in PALM BEACH County, Florida:

LOT 110, GREATER BOYNTON PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, AT PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Dated this 27th day of February, 2009.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: R Pereira

Andrea D. Pidala
Florida Bar No. 0022848
Stephanie Lord
Florida Bar No. 44522
Christina N. Riley
Florida Bar No. 46836

RONALD E. PEREIRA
FLORIDA BAR
NO. 597872

GMAC-SPECFNMA—abiven

FILE_NUMBER: F09021849

DOC_ID: M000105



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

AW

GMAC MORTGAGE, LLC,
Plaintiff,

CASE NO. 2009 CA 007764 XXXX MB
DIVISION

vs.

GENEL ALEXIDA; ADRIENNE ARISTIL; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER CLAIMANTS; BANK OF AMERICA, NA; SUN VALLEY COMMUNITY MASTER ASSOCIATION, INC A DISSOLVED CORP.; THE COURTS AT BOYNTON PLACE SUB-ASSOCIATION, INC; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession
Defendant(s).

MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, GMAC MORTGAGE, LLC, sues Defendants, GENEL ALEXIDA, ADRIENNE ARISTIL; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER CLAIMANTS; BANK OF AMERICA, NA; SUN VALLEY COMMUNITY MASTER ASSOCIATION, INC A DISSOLVED CORP.; THE COURTS AT BOYNTON PLACE SUB-ASSOCIATION, INC; TENANT #1, TENANT #2, TENANT #3 and TENANT #4 the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property located and situated in PALM BEACH County, Florida.
2. This firm has complied with the notice requirement of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq, as amended. The Notice(s) previously mailed by the firm is attached hereto and incorporated herein as an Exhibit.

FILE_NUMBER: F09021849

DOC_ID: M000100



3. On June 17, 2005, there was executed and delivered a Promissory Note ("Mortgage Note") and a Mortgage ("Mortgage") securing the payment of the Mortgage Note. The Mortgage was recorded on June 27, 2005, in Official Records Book 18812 at Page 1665, of the Public Records of PALM BEACH County, Florida, (All subsequent recording references are to the public records of PALM BEACH County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). A copy of the original Mortgage is attached hereto and incorporated herein as an Exhibit.

4. Plaintiff, as servicer for the owner and acting on behalf of the owner with authority to do so, is the present designated holder of the note and mortgage with authority to pursue the present action.

5. The Property is now owned of record by Defendant(s), GENEL ALEXIDA, and ADRIENNE ARISTIL.

6. The Mortgage Note and Mortgage are in default. The required installment payment of August 1, 2008, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the August 1, 2008, payment. The last payment received was applied to the July 1, 2008, installment, and no subsequent payments have been applied to the loan.

7. Plaintiff declares the full amount payable under the Mortgage Note and Mortgage to be now due.

8. Plaintiff must be paid \$138,353.36 in principal on the Mortgage Note and Mortgage, together with interest from July 1, 2008, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

9. All conditions precedent to the acceleration of the Mortgage Note and foreclosure of the Mortgage have been performed or have occurred.

10. Plaintiff has retained the law firm of Florida Default Law Group, P.L., 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.

11. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage with the exception of any special assessments that are superior pursuant to Florida Statutes §159 (2006) and Florida Statutes §170.09 (2006).

12. BANK OF AMERICA, NA may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Mortgage recorded in Official Records Book 21309 Page: 1445, or may otherwise claim an interest in the Property.

13. SUN VALLEY COMMUNITY MASTER ASSOCIATION, INC A DISSOLVED CORP. may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto, or may otherwise claim an interest in the Property.

14. THE COURTS AT BOYNTON PLACE SUB-ASSOCIATION, INC may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto; a Claim of Lien recorded in Official Records Book 23042, PAGE 125, or may otherwise claim an interest in the Property.

15. TENANT #1, TENANT #2, TENANT #3 and TENANT #4, the names being fictitious to account for parties in possession 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 Mortgage 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 Mortgage 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 Florida Statutes §45.031 (2006); 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 Florida Statutes §697.07 (2006); 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.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: 

Andrea D. Pidala
Florida Bar No. 0022848
Stephanie Lord
Florida Bar No. 44522
Christina N. Riley
Florida Bar No. 46836

RONALD E. PEREIRA
FLORIDA BAR
NO. 597872

FLORIDA DEFAULT LAW GROUP, P.L.
ATTORNEYS AT LAW
9119 CORPORATE LAKE DRIVE
3RD FLOOR
TAMPA, FLORIDA 33634

Telephone (813) 251-4766
Telefax (813) 251-1541

February 25, 2009

ACE CIRCLE
FL 33437

1 Number: 0601297715
Mortgage Servicer: GMAC MORTGAGE, LLC
Lender to whom: GMAC MORTGAGE, LLC
Debt is owed:
Mortgage Address: 10034 BOYNTON PLACE CIRCLE, BOYNTON BEACH, FL
33437

Our File No.: F09021849

Dear Borrower:

The law firm of Florida Default Law Group, P.L. (hereinafter referred to as "law firm") has been retained to represent GMAC MORTGAGE, LLC with regards to its interests in the promissory Note and Mortgage executed by GENEL ALEXIDA and ADRIENNE ARISTIL on June 17, 2005. Pursuant to the terms of the promissory Note and Mortgage, our client has accelerated all sums due and owing, which means that the entire principal balance and all other sums recoverable under the terms of the promissory Note and Mortgage are now due.

As of the date of this letter, the amount owed to our client is \$147,665.52, which includes the unpaid principal balance, accrued interest through today, late charges, and other default-related costs recoverable under the terms of the promissory Note and Mortgage. Additional interest will accrue after the date of this letter.

This correspondence is being sent to comply with the Fair Debt Collection Practices Act and should not be considered a payoff letter. Our client may make advances and incur fees and expenses after the date of this letter which are recoverable under the terms of the promissory Note and Mortgage. Therefore, if you wish to receive figures to reinstate (bring your loan current) or pay off your loan through a specific date, please contact this law firm at (813) 251-4766 or client.services@defaultlawfl.com.

Unless you notify this law firm within thirty (30) days after your receipt of this letter that the validity of this debt, or any portion thereof, is disputed, this law firm will assume that the debt is valid. If you do notify this law firm in writing within thirty (30) days after receipt of this letter that the debt, or any portion thereof, is disputed, this law firm will obtain verification of the debt or a copy of the judgment against you, if any, and mail it to you. Also, upon your written request within thirty (30) days after your receipt of this letter, this law firm will provide you with the name and address of the original creditor, if different from the current creditor. Florida Default Law Group, P.L. is a debt collector. This law firm is attempting to collect a debt, and any information obtained will be used for that purpose.

All written requests should be addressed to , Florida Default Law Group, P.L., P.O. Box 25018, Tampa, Florida 33622-5018.

4701 Days
Accel

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This law firm is in the process of filing a Complaint on the promissory Note and Mortgage to foreclose on real estate. The advice in this letter pertains to your dealings with this law firm as a debt collector. It does not affect your dealings with the Court, and in particular, it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this letter also does not affect this law firm's relations with the Court. This law firm may file papers in the suit according to the Court's rules and the judge's instructions.

Finally, if you previously received a discharge in a bankruptcy involving this loan and did not sign a reaffirmation agreement, then this letter is not an attempt to collect a debt from you personally. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you.

If you have questions regarding this matter, please do not hesitate to contact this law firm.

Sincerely,

Florida Default Law Group, P.L.

NOTICE

Florida Default Law Group, P.L. is a debt collector. This Firm is attempting to collect a debt, and information obtained may be used for the purpose.

This law firm is in the process of filing a Complaint on the promissory Note and Mortgage to foreclose on real estate. The advice in this letter pertains to your dealings with this law firm as a debt collector. It does not affect your dealings with the Court, and in particular, it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this letter also does not affect this law firm's relations with the Court. This law firm may file papers in the suit according to the Court's rules and the judge's instructions.

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Sincerely,

Florida Default Law Group, P.L.

NOTICE

Florida Default Law Group, P.L. is a debt collector. This Firm is attempting to collect a debt, and information obtained may be used for the purpose.



WC
113
LS

PLEASE RECORD AND RETURN TO:
THE LAW OFFICE OF LES SCHNEIDERMAN, P.A.
5301 N. FEDERAL HIGHWAY, SUITE 130
BOCA RATON, FLORIDA 33487
(561) 477-6700

CFN 20050396163
OR BK 18812 PG 1665
RECORDED 06/27/2005 13:30:27
Palm Beach County, Florida
AMT 144,000.00
Deed Doc 504.00
Intang 288.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1665 - 1684; (20pgs)

This document was prepared by:
LAURIE CASTOR
PREMIUM FUNDING CORP.
1250 DOUGLAS AVE.
LONGWOOD, FL 32779

[Space Above This Line For Recording Data]

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 June 17 2005, together with all Riders to this document.

(B) "Borrower" is
GENEL ALEXIDA AND ADRIENNE ARISTIL, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is PREMIUM FUNDING CORP

Lender is a FLORIDA CORPORATION
organized and existing under the laws of STATE OF FLORIDA

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

Form 3010 1/01

-6(FL) (0005)

Page 1 of 16

Initials:

GA *AA*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 1250 DOUGLAS AVE SUITE 105
LONGWOOD, FL 32779

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 06-17-05

The Note states that Borrower owes Lender

ONE HUNDRED FORTY FOUR THOUSAND AND 0/100 Dollars
(U.S. \$ 144000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 01 2035

(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 checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(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.