



CITY OF DELRAY BEACH NEIGHBORHOOD SERVICES DIVISION
Attn: SUBORDINATION DEPT
100 NW 1ST AVE
DELRAY BEACH, FL 33444

DELORICE CARNEGIE
0052167384

We are requesting the attached Subordination Agreement to be reviewed and signed, in reference to the original mortgage made to Lakeview Loan Servicing, LLC.

This is a hardship modification of an existing loan; this is not a refinance, there is no cash out, and there are no associated closing costs. Documents provided are based on the modification process of an existing loan; therefore documents may not be available based on your requirements. Failure to subordinate may result in foreclosure.

<u>ORIGINAL MORTGAGE INFO:</u>	
AMOUNT	\$113,172.00
DATE	7/11/2008
RECORDING DATE	7/24/2008
BOOK/INSTRUMENT #	22774/ 20080277516
PAGE #	610

<u>EXISTING MORTGAGE TERMS:</u>	
PRINCIPAL BALANCE	\$100,624.65
INTEREST RATE (%)	7.000
TERM (months)	360
P&I AMOUNT	\$752.94
ESCROW PAYMENT	\$262.39
TOTAL MONTHLY PAYMENT	\$1,015.33

<u>MODIFIED LOAN TERMS:</u>	
PRINCIPAL BALANCE	\$104,641.31
INTEREST RATE (%)	4.500
TERM (months)	360
P&I AMOUNT	\$530.20
ESCROW PAYMENT	\$244.31
TOTAL MONTHLY PAYMENT	\$774.51

We have attached supporting documentation per your requirements, including any fees if applicable.

Please sign and return the original agreement for recording, in the return envelope provided. If you have any questions please contact me at (716)529-2077, or ehuff@mtb.com.

Thank you,
Ebony Huff
M&T Bank
475 Crosspoint Pkwy
Getzville NY 14068

Interest/Loan Term Analysis

Multiply monthly P & I payment by number of months in loan term
minus principal balance from total = interest costs

		#1	
Loan Amount	\$100,624.65	P & I	752.94
Interest Rate	7.000%	Term/mths	360
			271,058.40
		Loan	100,624.65
		Excess Int	170,433.75

Interest/Loan Term Analysis

Multiply monthly P & I payment by number of months in loan term
minus principal balance from total = interest costs

		#2	
Loan Amount	104,641.31	P & I	530.20
Interest Rate	4.50%	Term/mths	360
			190,872.00
		Loan	104,641.31
		Excess Int	86,230.69

Savings of 84,203.06

**CITY OF DELRAY BEACH
NEIGHBORHOOD SERVICES DIVISION**

Housing Programs Subordination Policy

A homeowner assisted by the City of Delray Beach, Neighborhood Services Division, Housing Programs (Programs) may not refinance his or her first mortgage or take out a second mortgage unless the City agrees to subordinate its second mortgage. The policy used by the City of Delray Beach regarding a subordination request is as follows:

- ❑ If the owner wants to refinance the first mortgage at a lower rate and/or for a shorter loan term, the City will subordinate if:
 - additional money isn't being borrowed (unless its for home repair or reasonable improvements)
 - the resulting housing cost (PITI) does not exceed the housing cost (PITI) calculation of the original loan
 - the new loan is for a fixed interest rate
- ❑ If the owner is taking out a second mortgage for necessary home repairs or reasonable improvements, the City will subordinate if:
 - the combined payments of the first and second mortgages do not exceed 35% of gross income
 - the loan is for a fixed interest rate
- ❑ The City will not subordinate its mortgage for owners attempting to obtain a line of credit or consolidate debt because this would enable them to increase their debt for purposes other than home improvement. The City maintains that:
 - Second mortgages are provided under the Programs to assist with homeownership
 - Forgivable loans are provided under the Programs for the exclusive purpose of rehabilitating, enhancing and/or preserving real estate
- ❑ The City does not support the owner using equity for any items other than the house itself. If the purpose of the new loan is for home repair or reasonable improvements, the need must be substantiated by an inspection of the property by a City of Delray Beach housing rehabilitation inspector and/or estimates for the proposed repairs furnished by the homeowner.

Borrower in Review for loan
modification No Refi
or CASH out

**CITY OF DELRAY BEACH
NEIGHBORHOOD SERVICES DIVISION**

Housing Programs Subordination Procedures

1. The party requesting the subordination must provide the City of Delray Beach Neighborhood Services Division the following information and documentation:
 - legal description of the property ✓
 - copy of an appraisal of the property - NA
 - copy of the title report conducted by the lender requesting the subordination ✓
 - amount of equity in the home - NA
 - copy of HUD-1 or other document that will provide loan disbursement information - NA
 - resulting housing cost (PITI)
 - type of loan (fixed, variable, balloon, etc.) and interest rate
 - Subordination Agreement ✓
2. The Neighborhood Services Division shall review the above information and, if the request adheres to City policy, present the Subordination Agreement to the City Attorney's Office for review. The Neighborhood Services Division shall place the subordination request on the Consent Agenda for the City Commission Meeting and send the Subordination Agreement to the City Clerk's Office for the Mayor's signature.
3. Once the subordination request is approved by the City Commission and the Subordination Agreement is signed by the Mayor, the Neighborhood Services Division shall follow through with the instructions provided by the lender as it relates to the mailing and/or faxing of the executed Subordination Agreement. The lender should provide the City with a recorded copy of the Subordination Agreement.

MODIFICATION CASE SUMMARY												
LOAN INFORMATION ON THE "SER1" SCREEN												
Loan Number:	0052167384	a/k/a	Payment Amt:	\$1015.33								
Mortgagor:	DELORICE CARNEGIE		Mtgr SS#:									
Co-mortgagor:			Co-mtgr SS#:									
Street Address:	102 SW 8TH ST		Interest Rate:	7.0000%								
City, State, Zip:	DELRAY BEACH FL 33444		Due Date:	01/01/2017								
#VALUE!												
OTHER LOAN INFORMATION			PAYOFF CALCULATION TOTALS (PAY1)									
Investor: (MAS1UNV1)	GNMA-LAKEVIEW / 0201071330		Principal Balance	\$100624.65								
Property Type: (PIR1 / F4)	10		Interest to:	05/01/2017 \$2934.90								
Origination Date: (MAS1NOT)	07/11/2008		Pro Rata MIP/PMI	\$0.00								
Original Mtg Amt: (MAS1NOT)	\$113172.00		Escrow Advance	\$1438.55								
Orig. Appr Amt: (MAS1APR1)	\$140000.00		Escrow Balance	\$0.00								
Curr. Value Amt: (LMT1/MARK)	\$0.00		Suspense Balance	-\$356.79								
TAX ID:	12434620020020051		Restricted Escrow	\$0.00								
MI Company: (MIP1)	UPF		Late Charges	\$0.00								
MI Percentage: (MIP1)	0		Other fees due	\$0.00								
Guaranty No:	00000.00 A		Rec Corp Adv Balance	\$0.00								
Monthly Escrow Amt: (ANA1)	\$262.39		Add. Appraisal / BPO fees	\$0.00								
Monthly Condo / Co-op fee:	\$0.00		Add. FC Atty fees/costs due	\$0.00								
Per Diem Interest:			Total to Pay Loan in Full:	\$104,641.31								
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Step Rates (%)</th> <th># of Pmts</th> <th>P&I</th> <th>1st Pmt Due</th> </tr> </thead> <tbody> <tr> <td>4.500%</td> <td>360</td> <td>\$530.20</td> <td>06/01/2017</td> </tr> </tbody> </table>			Step Rates (%)	# of Pmts	P&I	1st Pmt Due	4.500%	360	\$530.20	06/01/2017	FORECLOSURE SALE LOSS ESTIMATE	
Step Rates (%)	# of Pmts	P&I	1st Pmt Due									
4.500%	360	\$530.20	06/01/2017									
<div style="display: flex; justify-content: space-between;"> Total Term (months) 360 Pmts = Term: Confirmed </div>			Est. FC Sale Date:									
Escrow to be spread			Total current FC fees / costs accr:									
\$ - 0 \$			est. REO sale amt. (91% of BPO)									
Borrower Incentive Amt			Est. additional FC fees/costs:									
\$83.33			Broker's Comm: (6% or \$3000)									
First Trial Pmt due			Escrow: (FC Sale + 6 mths)									
02/01/17			#NUM!									
No. of Pmts			Taxes & Fees due at closing:									
3			\$0.00									
DISCHARGE 7			Legal Closing Costs:									
NO ESCROW ACCOUNT			Condo / Co-op (FC Sale + 6 mths)									
YES E-DIL			#NUM!									
OWNER OCCUPIED			Prop. Pres. Costs:									
			\$0.00									
Prin paid by P/C			Other:									
New FICO			Additional Interest to FC Sale:									
Mod Executed by Mortgagor			\$0.00									
New LTV			Net Sale Proceeds:									
#DIV/0!			#NUM!									
AMOUNT TO BE CAPITALIZED			Total Debt (current)									
Capitalized Interest: \$2,934.90			\$104,641.31									
Capitalized Corp. Adv: \$0.00			Less Net Sale Proceeds:									
Capitalized Escrow shortage: \$1,081.76			#NUM!									
Capitalized Late Chgs: \$0.00			Less PMI Claim: (approx)									
Other Capitalized Amt: \$0.00			\$0.00									
Add'l Capitalized Amt:			Total FC SALE Loss:									
			#NUM!									
Total Capitalized Amt: \$4,016.66			AMOUNT TO BE PAID BY MORTGAGOR									
\$0.00			Title Fees and Costs:									
CURRENT LOAN MONTHLY			Interest:									
Current Principal Balance: \$100,624.65			Corp Advance:									
Interest Rate: 7.00000%			Escrow Shortage: \$356.79									
Term (months): 360			Lt Charges and Inspection Fees:									
1st Pmt Due Date: 09/01/2008			less: Suspense -356.79									
Maturity Date: 08/01/2038			Prepaid 1st Payment									
Monthly P&I Payment: \$752.94			Total									
Monthly Escrow Payment: \$262.39			\$0.00									
Total Monthly Payment: \$1015.33			MODIFIED LOAN DEFERRED BAL:									
CASE SUMMARY / RECOMMENDATION			Int. Bearing PB \$104,641.31									
Principal Balance at the time of approval: \$100,953.69			Interest Rate: 4.5000%									
Due Date: 11/01/2016			Term (months): 360									
			1st Pmt Due Date: 06/01/2017									
			05/01/2047									
			Maturity Date: 05/01/2047									
			Maturity Date Validated									
			Review First P&I									
			P&I Payment: \$530.20									
			Escrow Payment: \$244.31									
			New Payment: \$774.51									
			0.00									
PROPERTY VALUE DATA												
Value #1:	PROVIDER	DATE	VALUE									
Value #2:		MMDDYY		0.00								
LOSS AUTHORIZATION												
Prepared By:	Carol Avery	Date:	10-Apr-17									
Dept. Mgr (to \$25K):	Dyane Hubert	Date:	4/11/17									
Dept. Mgr (to \$75K):		Date:										
Default Mgr (to \$250K):		Date:										
Servicing Mgr (>\$250K):		Date:										
Cost Center to Allocate Loss:		Closing - QC Date and Initials:										
SECMTB												

SECMTB



18 April 2017

DELORICE CARNEGIE

102 SW 8TH ST
DELRAY BEACH FL 33444

Loan #: 0052167384

Dear DELORICE CARNEGIE,

We would like to inform you that your application for a Modification has been granted. This approval is subject to the following terms and conditions:

AMOUNT TO BE CAPITALIZED		AMOUNT TO BE PAID BY MORTGAGOR	
Capitalized Interest at	7.0000%	\$2,934.90	Title Fees and Costs: \$0.00
***Interest to	5/1/2017		Interest: \$0.00
Capitalized Corp. Adv:		\$0.00	Corp Advance: \$0.00
Capitalized Escrow shortage:		\$1,081.76	Escrow Shortage: \$356.79
Capitalized Late Chgs:		\$0.00	Lt Charges and Inspection Fees: \$0.00
Other Capitalized Amt:		\$0.00	less: Suspense (\$356.79)
Add'l Capitalized Amt:		\$0.00	Prepaid 1st Payment \$0.00

Total Capitalized Amt: \$4,016.66 Total Due from Mortgagor \$0.00

Please be advised that the above fees and costs are estimates. If the estimates are higher than the actual cost you will be refunded the difference, however, if the estimate is lower than the actual cost you will be responsible to pay the difference.

The total amount of \$0.00 must be remitted in certified funds with the executed documents. All documents required to complete the transaction must be executed and returned with your certified funds to M&T Bank on or before 02 May 2017

Information on this loan has been provided for your use only. Do not use for payoff or assumption purposes. The status of your mortgage loan after the terms have been modified will be as follows:

MODIFIED LOAN

Int. Bearing PB \$ 104,641.31
Interest Rate: 4.5000%
Term (months) 360
1st Pmt Due Date: 6/1/2017
Maturity Date: 5/1/2047
P&I Payment: \$ 530.20
Escrow Payment: \$ 244.31
New Payment: \$ 774.51

Mod Agrmnt Interest Rate information

Interest Rate	# of Payments	P&I	Payment due date
4.5000%	360	\$ 530.20	6/1/2017

KEEP THIS DOCUMENT TO RETURN WITH YOUR FIRST PAYMENT



17-Apr-17

DELORICE CARNEGIE

102 SW 8TH ST
DELRAY BEACH FL 33444
Loan #: 0052167384

Dear DELORICE CARNEGIE

Below please find a substitute payment coupon for the month of July. The escrow account on your mortgage is currently being reanalyzed therefore there may be a slight adjustment to your loan payment amount. You will continue to receive monthly statements. Until you receive a statement indicating your new payment amount, please forward your payments to the following address:

M&T Bank
P.O. Box 840
Buffalo, NY 14240-0840
Attn: Homeowner Assistance Center

If you have any questions, please contact me at 1-800-724-1633

Sincerely,

Homeowner Assistance Center

Encs.

*****TEAR HERE*****



****PAYMENT COUPON****

ACCOUNT NUMBER 0052167384

PAYMENT DUE DATE July 1, 2017

NAME DELORICE CARNEGIE

REGULAR PAYMENT 774.51

ESCROW

PRINCIPAL

LATE CHARGES

FEES

SUSPENSE

TOTAL PAYMENT 774.51

M&T Bank

Please retain one copy for your records and mail the other signed agreement to:

M&T Bank
P.O. BOX 840
Buffalo, NY 14240

.....
Loan No.: 0052167384

January 11, 2017

I/we accept and agree to the terms of this Trial Payment Plan Offer

on 14 day of JANUARY, 2017.

Delorice Carnegie
Delorice Carnegie
Borrower

Co-Borrower

Co-Borrower (if applicable)

Co-Borrower (if applicable)

Non-Obligor (Signing solely in connection with any Interest held in the property.)

Non-Obligor (Signing solely in connection with any Interest held in the property.)

LM098/798 FHA HAMP Trial Plan

M & T BANK
JAN 23 2017



To Accept This Offer:

You have until 01-25-17 to notify M&T Bank, either by telephone at 1-800-724-1633 or in writing to P.O. Box 840 Buffalo, NY 14240 if you would like to accept this offer. In addition to notifying M&T Bank that you would like to accept this offer, the signed FHA-HAMP Trial Payment Plan Agreement must be returned to M&T Bank before the end of the month that your first payment is due. If the signed Agreement is not timely returned to M&T Bank, it will result in the failure of the Trial Payment Plan. This is important because a Trial Payment Plan failure may result in a loan sale or the referral of your mortgage to foreclosure, or if your loan has already been referred to foreclosure, the foreclosure proceedings may re-commence and a foreclosure sale may occur.

Required Signatures to the FHA-HAMP Trial Payment Plan Agreement:

* He Leticia Carnegie

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

* He Leticia Carnegie

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

Closing Requirements:

In addition to the monthly Trial Payment Plan payments, the following closing requirements must be satisfied to remain eligible for a permanent modification.

Clear Title:

M&T Bank obtains a title search, or similar request, to verify that the title to your property is free from any potential or existing liens or title issues. M&T Bank notifies you in writing of the results of its title search/request, and whether any potential or existing liens or title issues need to be resolved by the time you make your final Trial Payment Plan payment. You must be able to demonstrate that any potential or existing liens or title issues that are identified prior to, or during, the Trial Payment Plan period are resolved by the time you make your final Trial Payment Plan payment.

Return to: City of Delray Beach
Neighborhood Services Division
100 N.W. 1st Avenue Delray Beach, FL 33444
Attn: Angela Bowen

CFN 20120371896
OR BK 25468 PG 1136
RECORDED 09/19/2012 14:44:11
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Page 1136 - 1137; (2pgs)

**CITY OF DELRAY BEACH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION AGREEMENT**

APPLICANT/OWNER: Delorice Carnegie
ADDRESS: 102 SW 8th Street
Delray Beach, FL 33444

LEGAL DESCRIPTION: The East 37 feet of Lot 5 and the West 28 feet of Lot 6, Block 2, BELLVIEW MANOR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, page 54.
PID # 12 43 46 20 02 002 0051

CASE NO: 10-236

I do hereby certify that I am the owner of the above property and that I have requested financial assistance from the City of Delray Beach Neighborhood Services Division Community Development Block Grant Program to bring my property to a level meeting the minimum property standard.

I further grant the City of Delray Beach and its authorized staff members, contractors and subcontractors permission to carry out rehabilitation work and repair work on my property in compliance with the property rehabilitation standards of its Community Development program.

I authorize the City to act as my agent in contracting, supervising and inspecting this rehabilitation work.

I understand that the City of Delray Beach is acting only as agent in the contractual agreements and is not responsible for the quality and warranty of the work and has no legal responsibilities in the agreement.

I agree to provide information necessary for grant administration and monitoring, to be available for necessary conferences and decisions, to sign-off on the grant when the work is completed, and to otherwise reasonably cooperate in expediting the rehabilitation work and program administration.

Following completion of the rehabilitation work, I will maintain the property in good condition and will insure that the property is kept in compliance with the City Minimum Housing Code.

I understand that this agreement will be recorded as a covenant to the property, shall create an equitable lien on the property, shall remain in effect for **fifteen (15) years** following project close-out, and shall apply to the Owner's heirs, successors, and assigns.

I understand that this lien may be satisfied and released by the City on the 17th day of **August 2027**. The anniversary date shall be the first day of **August** in each year following the completion of activities financed by the forgivable loan.

I agree that if during the appropriate period (10 years for loan amounts less than \$20,000 and 15 years for loan amounts of \$20,000 to \$37,000), the property is sold or transferred during this period for any reason except the need to meet major health care expenses (definition of what constitutes a major health care expense will be determined by Neighborhood Services Administrator on an individual basis) or transferred by inheritance at death, I shall immediately repay to the City the full amount of the lien.

Return to: City of Delray Beach
Neighborhood Services Division
100 N.W. 1st Avenue Delray Beach, FL 33444
Attn: Angela Bowen

CITY OF DELRAY BEACH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION AGREEMENT

I agree to indemnify the City and hold it harmless for any damage or injury to persons or property occurring during the authorized rehabilitation work.

I agree that the forgivable loan amount of: Thirty Thousand Four Hundred Forty Dollars and 57/100 cents (\$30,440.57) is the amount of the rehabilitation contract, including any change orders approved by the City, and the cost of any related work performed under this agreement.

In the event that any questions or disputes arise concerning the rehabilitation work being performed by a contractor under this agreement, I shall advise the Neighborhood Services Administrator of same and the City shall act as arbitrator in resolving the question or dispute.

I have reviewed the specifications and they meet with my approval. I further agree that there will be no changes in the specifications unless needed to satisfy a minimum housing code violation.

8-17-2012
Date

LVC Lorie Carnegie
Owner

Co-Owner

8-21-2012
Date

P. Nigel Roberts
P. Nigel Roberts
Neighborhood Services Administrator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of August, 2012 by

who is personally known to me or produced

LVC Lorie Carnegie as
identification.



Signature of Notary Danise R. Cleckley

CFN 20080277516
OR BK 22774 PG 0610
RECORDED 07/24/2008 15:46:52
Palm Beach County, Florida
AMT 113,172.00
Deed Doc 396.20
Intang 226.34
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0610 - 617; (8pgs)

After Recording Return To:
SECURITY ATLANTIC MORTGAGE

CO. INC.
619 AMBOY AVENUE
EDISON, NJ 08837

This document prepared by:
Christie Clementelli
SECURITY ATLANTIC MORTGAGE
CO. INC.
619 AMBOY AVENUE
EDISON, NJ 08837
(732) 738-1100

Record & Return To
Exceptional Title Ins. Agency
& Escrow Services, Inc.
301 W. Atlantic Ave - Ste 0-6
Delray Beach, FL 33444
Phone: 561-819-6967

[Space Above This Line For Recording Data]
MORTGAGE

CARNEGIE
Loan #: P72231
MIN: 100057610000023438
PIN:
Case #: 095-0739115

THIS MORTGAGE ("Security Instrument") is given on July 11, 2008. The mortgagor is DELORICE CARNEGIE, SINGLE WOMAN ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns) as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of Post Office Box 2026, Flint, Michigan 48501-2026, telephone (888)679-MERS. SECURITY ATLANTIC MORTGAGE CO. INC. ("Lender") is organized and existing under the laws of New Jersey, and has an address of 619 AMBOY AVENUE, EDISON, NJ 08837. Borrower owes Lender the principal sum of One Hundred Thirteen Thousand One Hundred Seventy Two And 00/100 Dollars (U.S. \$113,172.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in Palm Beach County, Florida:

SEE ATTACHED SCHEDULE A

TAX ID# 12-43-46-20-02-0051

which has the address of 102 SW 8TH ST, Delray Beach, Florida 33444 ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

D.C.

claims and demands, subject to any encumbrances of record.

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

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

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

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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

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

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

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

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire for which Lender requires insurance. This insurance shall be maintained in the

D.C.

amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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

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

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

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

D.C.

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

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

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

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

9. Grounds for Acceleration of Debt.

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

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

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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

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

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

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

D.C.

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

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

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

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

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

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

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

D.C.

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

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

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

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

Upon default as provided in Paragraph 9(a), and upon written demand by Lender to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

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

18. Foreclosure Procedure: If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument

as if the rider(s) were a part of this Security Instrument.

The following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof (check box as applicable):

- ☐ Condominium Rider ☐ Growing Equity Rider ☐ Adjustable Rate Rider
☐ Planned Unit Development Rider ☐ Graduated Payment Rider
☐ Other(s) [Specify]

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

DeLorice Carnegie 7/11/08
 - BORROWER - DELORICE CARNEGIE - DATE -

Borrower's Mailing Address: 102 SE 8TH ST, Delray Beach, FL 33444

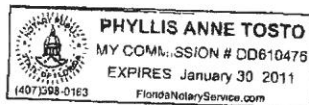
Signed, sealed, and delivered in the presence of:

Phyllis A. Tosto
 PHYLIS A. TOSTO
 STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11th day of July, 2008, by DELORICE CARNEGIE, SINGLE WOMAN, Who is personally known to me or has produced as identification.

Phyllis A. Tosto
 Notary Public Phyllis A. Tosto



My Commission Expires:
 Serial #:

Exhibit "A"

Legal Description for File No.: 08-1102

THE EAST 37 FEET OF LOT 5 AND THE WEST 28 FEET OF LOT 6,
BLOCK 2, OF BELLVIEW MANOR, ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 24, PAGE 54, OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

CFN 20160050883
OR BK 28102 PG 1235
RECORDED 02/16/2016 09:22:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1235 - 1236; (2pgs)

MET BANK
ATTN: ASSIGNMENTS
P.O. BOX 1288
BUFFALO, NY 14240

Palm Beach, Florida
SELLER'S SERVICING #: 0052167384 "CARNEGIE"
SELLER'S LENDER ID#: 908

Date of Assignment: February 2nd, 2016
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR SECURITY AMERICAN MORTGAGE COMPANY ITS SUCCESSORS AND ASSIGNS at 1901 E VOORHEES STREET, SUITE C, DANVILLE, IL 61834
Assignee: LAKEVIEW LOAN SERVING, LLC at 4425 PONCE DE LEON BLVD, CORAL GABLES, FL 33146
Executed By: DELORICE CARNEGIE, SINGLE WOMAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR SECURITY ATLANTIC MORTGAGE CO., INC ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 07/11/2008 Recorded: 07/24/2008 in Book/Reel/Liber: 22774 Page/Folio: 0610 as Instrument No.: 20080277516 In the County of Palm Beach, State of Florida.

Legal: THE EAST 37 FEET OF LOT 5 AND THE WEST 28 FEET OF LOT 6, BLOCK 2, OF BELLVIEW MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

By: 
Joshua Wilkman, Assistant Secretary

On the 2nd day of February In the year 2016 before me, the undersigned Notary Public in and for said State, personally appeared Joshua Wilkman, Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the Instrument.


DANIEL JAUQUES
Notary Expires: 08/24/2019 #01JA6329365
Qualified in Erie County

(This area for notarial seal)

[illegible]

4425 Ponce de Leon Blvd, 5th Floor, Coral Gables, FL 33146

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of first day of June, 2017 the amount payable under the Note and the Security Instrument (the 'Unpaid Principal Balance') is U.S. \$104,641.31 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance and continuing thereafter until the Maturity Date (as hereinafter defined), on the first day of May, 2047, at the yearly rate of 4.500% from first day of May, 2017. Borrower promises to pay monthly payments of principal and interest in the amount of U.S \$530.20 beginning on the first day of June, 2017 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be May 01, 2047.

Borrower's payment schedule for the modified Loan is as follows for the term of 30 years:

Interest Rate Change	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1	4.500%	first day of May, 2017	\$530.20	first day of June, 2017	360

If on May 01, 2047 (the 'Maturity Date'), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. 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 the Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest

DELORICE CARNEGIE:

Initials

(b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

7. Borrower will pay to Lender on the day payments are due under the Loan Documents as

_____/_____**Initials**

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. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide 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 the Loan Documents,

_____/_____**Initials**

Lender shall promptly refund to Borrower any Funds held by Lender.

DELORICE CARNEGIE;

_____ / _____ Initials

_____(Seal)
DELORICE CARNEGIE -Borrower

State of _____
County of _____

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared **DELORICE CARNEGIE** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument

Notary Public

My Commission expires: _____

DELORICE CARNEGIE;

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

_____/_____
Initials

Form 3179 06/06 (rev. 01/09)

Chicago Title Insurance Company

Commitment No.: 1700023 SYN

SCHEDULE B

1. Requirements:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
5. Loan Modification Agreement made by/between DeLorice Carnegie (if married, to be joined by spouse) to/with Lakeview Loan Servicing, LLC, securing the principal amount of \$104,641.28.
6. The Company has searched the records of the United States Bankruptcy Court for the District of Florida for filings in bankruptcy by or against DeLorice Carnegie for a period of ten years last past and finds NO open or pending filings.
7. A judgment and lien search against DeLorice Carnegie, showed nothing found.
8. Mortgage made by Delorice Carnegie, single woman to Mortgage Electronic Registration Systems, Inc. as nominee for Security Atlantic Mortgage Co. Inc., dated July 11, 2008 and recorded in the Palm Beach County Clerk's Office on July 24, 2008 in Book 22774, Page 610 securing the principal sum of \$113,172.00.

Said Mortgage was assigned by Mortgage Electronic Registration Systems, Inc. as nominee for Security Atlantic Mortgage Co. Inc. to Lakeview Loan Servicing, LLC, by Assignment dated February 2, 2016 and recorded in the Palm Beach County Clerk's Office on February 16, 2016 in Book 28102, Page 1235.
9. Subordination, cancellation or release of the Rehabilitation Agreement made by Delorice Carnegie to City of Delray Beach Neighborhood Services Division Community Development Block Grant Program, dated August 17, 2012 and recorded in the Palm Beach County Clerk's Office on September 19, 2012 in Book 25468, Page 1136 securing the principal sum of \$30,440.57.

2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public

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AMERICAN
LAND TITLE
ASSOCIATION



1700023LM

SCHEDULE B
(Continued)

records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Covenants, conditions and restrictions, if any, appearing in the public records.
8. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
9. Any taxes for the current or fiscal year of the applicable taxing bodies, which may be hereafter assessed, not yet due and payable.
10. Addresses referenced in this commitment/policy are for Informational Purposes Only.
11. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
12. Streams, riparian rights, littoral rights and the title to any filled-in-lands.
13. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
14. Homeowner's or other association dues, assessments or fees for which no notice of delinquency, lien, claim of lien or assessment has been filed of record in the real property records
15. State of facts shown on filed map/plat filed in/as Plat Book 24, page 54.
16. Taxes and assessments for the year 2017 and subsequent years, not yet due or payable.

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GENERAL EXCEPTIONS FROM COVERAGE

IF THE INURED CONTEMPLATES MAKING IMPROVEMENTS TO THE PROPERTY COSTING MORE THAN TWENTY PER CENTUM OF THE AMOUNT OF INSURANCE TO BE ISSUED HEREUNDER, WE SUGGEST THAT THE AMOUNT OF INSURANCE BE INCREASED TO COVER THE COST THEREOF; OTHERWISE, IN CERTAIN CASES THE INSURED WILL BECOME A CO-INSURER.

The following estates, interests, defects, objections to title, liens and encumbrances and other matters are excepted from the coverage of our standard form of policy:

1. Defects and encumbrances arising or becoming a lien after the date of this policy.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises, adopted or imposed by any governmental body, or the effect of any non-compliance with, or violation thereof.
4. Judgments against the insured or estates, interest, defects, objections, liens, or encumbrances created, suffered, assumed or agreed to by or with privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structures or improvements, unless this certificate specifically provides that such titles, rights, or easements are insured. Notwithstanding any provision in this paragraph to the contrary, this certificate, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

NOTE: Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies.

No search has been made for other financing statements because we do not insure title to personal property. We will upon request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.

TRUST CLAUSE: Mortgages must contain the trust clause required by subdivision no. of Section 13 of the Lien Law and deeds must contain the trust clause required by subdivision 5 of said section.



FDI #: 1162700-1
REPORT DATE: 01/04/2017
EFFECTIVE DATE: 01/04/2017

Vesting Report

ORDER INFORMATION:

CLIENT:	Ianniello Anderson, P.C. 805 ROUTE 146 CLIFTON PARK, NY 12065	CUSTOMER NAME:	DELORICE CARNEGIE
ATTENTION:	REBECCA BORDEN	PROPERTY ADDRESS:	102 SW 8TH Street Delray Beach, FL 33444
REFERENCE #:	0052167384/1700023LM	COUNTY:	Palm Beach

DEED INFORMATION:

GRANTOR:	Homer Buchan and Marlene Buchan, his wife	GRANTEE:	Alphonso Carnegie and DeLorice Carnegie, his wife
BOOK/VOL:	2331	DATED:	07/23/1974
PAGE:	1966	RECORDED:	07/24/1974
CONSIDERATION:	\$10.00		

Chicago Title Insurance Company

Commitment No.: 1700023 SYN

SCHEDULE A

1. Effective Date: January 5, 2017 Redated: _____ By: _____
2. Policy or Policies to be issued: _____ Amount

(b) x ALTA Loan Policy (06/17/06) \$104,641.28
Proposed Insured:
Lakeview Loan Servicing, LLC, its successors and/or assigns as their respective interests may
appear.
Loan No.: 0052167384

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

DeLorice Carnegie

having acquired title by deed from Homer Buchan and Marlene Buchan, his wife dated July 23, 1974, and recorded in the Palm Beach County Clerk's Office on July 24, 1974, in Book 2331, Page 1966. DeLorice Carnegie acquired title as tenants by the entirety with Alphonso Carneige, who died 04/06/1996..

5. The land referred to in this Commitment is described as follows:

102 SW 8Th Street, Delray Beach, FL 33444

SEE EXHIBIT A ATTACHED HERETO Examined by: Rodney Conrad Proofed by:

By: 

Synergy Title Solutions, LLC

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AMERICAN
LAND TITLE
ASSOCIATION



1700023LM

Chicago Title Insurance Company

Commitment No.: 1700023 SYN

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

All that certain land situate in Palm Beach County, Florida, viz:

The East 37 feet of Lot 5 and the West 28 feet of Lot 6, Block 2, BELLVIEW MANOR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, page 54.

Ianniello Anderson, P.C.

File No.: 1700023LM

☒ 805 Rt 146 Northway 9 Plaza, Clifton Park, NY 12065 - Telephone: (518)371-8888
Please place orders through: lossmitigation@ialawny.com

Initial Request Date: 01/03/2017

Vesting Report Date: 01/04/2017

Initial Title Review Date: 01/17/2017

Updated Title Review Date: _____

Drafting Rundown Date: _____

Recording Rundown Date: _____

Initial Title Search Effective Date: 01/05/2017

Updated Search Effective Date: _____

Drafting Rundown Effective Date: _____

Recording Rundown Effective Date: _____

Customer Name: DeLorice Carnegie

Property Address: 102 SW 8Th Street

City/State/Zip code: Delray Beach, FL 33444

County: Palm Beach

Loan No.: 0052167384

M&T Staff:

Loan Type:

FHA HAMP / FHA HAMP

REQUIRED ITEMS:

COMT W/FC

TRANSACTION TYPE:

LOAN MOD

The above section to be completed by M&T

***Please note that neither a property report nor a title commitment constitutes a title insurance policy. Steps that Ianniello Anderson, P.C. takes to assist our clients in addressing title issues as required by a title commitment or made known by a title search/property report are solely for the convenience of our clients and are not insured by any title insurance product until a final title policy is purchased through our office and affirmatively cleared by the title company issuing both the title commitment and final title policy.

Original Loan Amount: \$113,172.00

Current PB: \$100,953.69

Modified PB: \$104,641.28

New Interest Rate: 4.500%

Capitalized Amount: \$3,687.59+\$2,000.00

(to cover changes between Trial and Mod PB)

Est. Capitalized Amount: \$5,687.59

Est. Modified PB: \$106,641.28

The above section to be completed by M&T

ESTIMATED FEES & COSTS:

Vesting Report	\$45.00
COMT Extension	\$0.00
Commitment	\$250.00
Recording	\$35.00
Mortgage Tax	\$586.50
Recording Cost	\$266.50
Loan Policy	\$1,098.00
Attorney Fee	\$125.00
Run Down	\$50.00
Miscellaneous Doc Drafting fee	\$195.00
COMT Extension	\$175.00

The above section to be completed by Attorney

***Please note that all estimated fees and costs are solely estimates based on the figures provided by the client and upon the charges assessed by the applicable recording jurisdiction at the time that the fees and costs are calculated and are therefore subject to change.

OPEN MORTGAGES OF RECORD:

Mortgage executed by Delorice Carnegie, single woman to Mortgage Electronic Registration Systems, Inc. as nominee for Security Atlantic Mortgage Co. for \$113,172.00, dated 07/11/2008, recorded 07/24/2008, Book 22774, Page 610, as assigned by assignment from Mortgage Electronic Registration Systems, Inc. as nominee for Security Atlantic Mortgage Co. to Lakeview Loan Servicing, LLC, dated 02/02/2016, recorded 02/16/2016, Book 28102, Page 1235.

Rehabilitation Agreement executed by Delorice Carnegie to City of Delray Beach Neighborhood Services Division Community Development Block Grant Program for \$30,440.57, dated 08/17/2012, recorded 09/19/2012, Book 25468, Page 1136. (subordination or release needed)

ASSIGNMENT:

Lakeview Loan Servicing, LLC is the current mortgage holder of record. If Lakeview Loan Servicing, LLC is not to be the lender in the contemplated transaction then an assignment of mortgage from Lakeview Loan Servicing, LLC to the proposed lender is required.

Prepared By:
Justin Ellis
Assistant Vice President
Lakeview Loan Servicing, LLC
475 Crosspoint Pkwy, Getzville, NY 14068

SUBORDINATION AGREEMENT

DATE: _____

The parties agree as follows:

Holder of Existing Mortgage ("Holder") is: City of Delray Beach Neighborhood Services Division Community Development Block Grant Program

Address: 100 NW 1ST AVE, DELRAY BEACH, FLORIDA 33444

Mortgagee in the new Mortgage or Modification of Existing First Mortgage ("Mortgagee") is: Lakeview Loan Servicing, LLC.
Address: 475 Crosspoint Pkwy, Getzville, NY 14068

1. The property which is the subject of the lien of the New Mortgage (the "Property") is described as follows:

Address: 102 SW 8TH ST DELRAY BEACH FL 33444

Tax ID: 12-43-46-20-02-002-0051

Legal Description: SEE ATTACHED

2. The Holder now owns and holds the following mortgage (the "Existing Mortgage") and the bond or note which it secures:

Mortgage made by DELORICE CARNEGIE To City of Delray Beach Neighborhood Services Division Community Development Block Grant Program in the amount of \$30,440.57 Dated 8/17/2012 and recorded on 9/19/2012, recorded in Book 25468 Page 1136; Instrument No. 20120371896 In the office of PALM BEACH County, FLORIDA covering all or part of the Property.

3. The owner of the Property is about to sign and deliver to Mortgagee, a new mortgage or a modification of an existing first mortgage (either being known as the "New Mortgage") to secure the amount of \$104,641.31 and interest covering the Property.
4. The Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to it. In exchange for \$ 0.00 and other good and valuable consideration and to induce Mortgagee to accept the New Mortgage the Holder agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.
5. The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage and interest and advances already paid and to be paid in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording taxes, documentary stamps, fees for examination of title and surveys. Advances may be paid without notice to Holder. The maximum amount of the lien of the Existing Mortgage that is subordinated is the amount secured by the New Mortgage and interest and advances as set forth hereinabove.
6. If there is more than one Holder, each shall be separately liable. The words "Holder" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there is more than one Holder or Mortgagee, the words "Holder" and "Mortgagee" used in this Agreement include them.

Holder states that Holder has read this Subordination Agreement received a completely filled-in copy of it and has signed this Subordination Agreement as of the date at the top of the first page.

HOLDER:
City of Delray Beach Neighborhood Services Division
Community Development Block Grant Program

WITNESS 1

WITNESS 2

BY: _____

NAME: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of _____ State of _____.

Notary Public

My commission expires: _____

FDI #: 1162700-1

REF #: 0052167384/1700023L

LEGAL DESCRIPTION :

All that certain land situate in Palm Beach County, Florida, viz:

The East 37 feet of Lot 5 and the West 28 feet of Lot 6, Block 2, BELLVIEW MANOR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, page 54.

THE INFORMATION CONTAINED WITHIN THIS REPORT IS NOT TO BE CONSIDERED AN EXAMINATION, CERTIFICATION OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. MOREOVER, THIS REPORT DOES NOT EXPLAIN THE LEGAL STATUS OF TITLE TO REAL ESTATE, THE LEGAL EFFECT OF ANYTHING FOUND WITHIN THE CHAIN OF TITLE OR THE LEGAL EFFECTS OF OTHER MATTERS FOUND OF RECORD THAT COULD AFFECT THE MARKETABILITY OF TITLE.

THE SOLE LIABILITY OF FINANCIAL DIMENSIONS, INC. TO ANY PARTY FOR LOSS(ES) SUSTAINED BY RELIANCE UPON THE INFORMATION PROVIDED WITHIN THIS REPORT SHALL BE LIMITED TO THOSE AMOUNTS PAID FOR SAID REPORT.