

Loan # 41322970

**ADJUSTABLE  
MORTGAGE  
(SHORT FORM)**

This instrument was prepared by  
Shari J. Worrell.....  
of First Federal Savings  
and Loan Association of  
Brooksville

1986 THIS MORTGAGE is made this 22nd day of May  
between the Mortgagor, Harry Burgin and Roscelia Burgin  
Husband and Wife

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKSVILLE, a corporation organized and existing under the laws of United State of America whose address is 201 North Howell Avenue, Brooksville, Florida 33512 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Eight Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2001.

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Received \$ 27. 60 for  
class "C" intangible tax  
Walt Connors, Clerk  
for Citrus County, Fla.

TOGETHER WITH 1982 Brig. modular home serial nos. 3B2540852A4B and all the fixtures and equipment now located in the mobile home on said premises, and any and all replacements thereof.

This is an Adjustable Rate Mortgage. Simultaneous with the execution of this mortgage, a Promissory Note evidencing the debt secured by this mortgage was executed by the mortgagor. A copy of that note is attached hereto as the last page of this mortgage.

Если же в  $\mathbb{R}^n$  векторы  $x$  и  $y$  не перпендикулярны, то вектор  $x$  можно перенести вдоль прямой  $l$  вдоль вектора  $y$  до тех пор, пока он не станет перпендикулярен  $y$ .

which has the address of ..... **SEE LEGAL DESCRIPTION** .....  
..... (Street) ..... (City)  
..... (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender hereby expressly adopt and incorporate by reference into this Mortgage and hereby agree to be bound by the covenants and agreements contained in Uniform Covenants numbered 1 through 17 and Non-Uniform Covenants numbered 18, 19, 20, 22 and 23 of the master form of mortgage recorded in the office of the clerk of the circuit court of the county in which the Property is located and in which this Mortgage is offered for record on the date, in the volume and at the page as follows:

County	Date of Record	Deed Book	Volume	Page
Hernando	March 1, 1976		378	554
Citrus	March 5, 1976		423	120
Sumter	March 2, 1976		171	681
Pasco	February 20, 1976		828	1412

Such provisions as are incorporated by reference hereinto shall be Uniform Covenants 1 through 17 and Non-Uniform Covenants 18, 19, 20, 22 and 23 of this Mortgage. Borrower and Lender agree that all references to the Property, Borrower, Lender and Note contained in the above described master form of mortgage and incorporated by reference hereinto shall be construed to mean the Property, Borrower, Lender and Note defined herein. Borrower acknowledges receipt of a copy of the complete text of the provisions hereby incorporated by reference into this Mortgage.

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

21. Future Advances. Upon request by Borrower, Lender, at Lender's option within twenty years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.....-0-.....

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered  
in the presence of:

*Harry B. Burgin*.....(Seal)  
Harry Burgin and —Borrower

*Patricia C. Great*.....  
*John J. Russell*.....

*Roscelia Burgin*.....(Seal)  
Roscelia Burgin —Borrower

.....(Seal)  
.....—Borrower.....

STATE OF FLORIDA, ..... Citrus ..... County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared ..... Harry Burgin and .....

..... Roscelia Burgin ..... Husband and Wife .....

..... to me known  
to be the person(s) described in and who executed the foregoing instrument and acknowledged before me  
that ..... they.....executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this ..... 22nd ..... day of  
..... May ..... 19..86

*John J. Russell*.....  
Notary Public .....  
My Commission Expires: ..... 1986

STATE OF FLORIDA, ..... COUNTY SS:

I hereby certify, that on this ..... day of ..... , A. D. 19 ..  
before me, the undersigned authority, personally appeared .....  
and ..... to me known and known to be the persons described  
in ..... and who executed the foregoing instrument as ..... and  
respectively, of ..... a corporation and who  
severally acknowledged the execution such instrument as such officers aforesaid, for  
and on behalf of and as the act and deed of said corporation, for the uses and  
purposes therein expressed, pursuant to authority lawfully conferred upon them by  
said corporation; and that the seal affixed thereto is the true and genuine corporate  
seal of said corporation and was affixed thereto by the said .....  
under like authority, he being the proper custodian thereof.

Witness my hand and official seal the date aforesaid.

BOOK 701 PAGE 1596

.....  
Notary Public  
My Commission Expires: .....

(Seal)

SCHEDULE "A"

Lot 9 in Block C of GLENN FLORA, an unrecorded subdivision,  
described as follows:

Commencing at the SE corner of Section 29, Township 19 South,  
Range 18 East, run thence S 89 deg. 50' 15" W 496.86 feet, thence  
N 0 deg. 06' 24" W 658.54 feet, thence S 89 deg. 27' 05" W 1870.98  
feet, for the Point of Beginning, thence continue S 89 deg. 27'  
05" W 234.0 feet, thence N 0 deg. 20' 10" W 297.17 feet, thence N  
89 deg. 15' 00" E 234.0 feet, thence S 0 deg. 20' 10" E 297.95  
feet to the Point of Beginning.

(ARM)  
ADJUSTABLE RATE NOTE

U.S. \$ 13,800.00

Homosassa, Florida

LOAN # 41322970

May 22, 19 86

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKSVILLE, (hereinafter referred to as "Association"), a corporation organized and existing under the laws of the United States of America, the sum of Thirteen Thousand Eight Hundred and 00/100

Dollars

in United States currency, together with any additional sums which may be owing to the Association by the undersigned. Principal and interest shall be payable at said Association's office in Brooksville, Florida, or such other place as the Association may designate.

This Note contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. The principal and interest due on this Note shall be paid in 180 consecutive monthly payments. In the event the interest rate changes, the adjusted payment including principal and interest shall be sufficient to amortize all sums then due on this Note in the number of payments then remaining. All principal and interest due on this Note shall be paid on or before June 1, 2001.

The undersigned further promise(s) to pay interest from the date of the Note on the total principal sum borrowed, at the initial rate of 8.250 percent per year. Initially, principal and interest shall be paid in monthly installments of One Hundred Thirty Three and 88/100 Dollars (\$ 133.88), beginning on the 1st day of July 1986, and continuing on the First day of each successive month thereafter, until paid in full. Each installment, when paid, shall be applied first to the payment of interest, computed on the outstanding principal at the contract interest rate as such may be adjusted, and the remainder to the reduction of principal.

The first interest rate change, if any, shall occur on June 1, 1987, and the interest rate shall be adjusted every Twelve (12) months thereafter as set forth herein. Any change in interest rate shall be based upon the level of the index at the time for adjustment plus the margin, rounded to the nearest one-eighth of one percentage point (.125%). The index is the weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of one (1) year as published by the Federal Reserve Board. The margin for this Note shall be 2.50 percentage points. If the index ceases to be made available by the publisher, or by any successor to the publisher, the Association will set the Note interest rate by using a comparable index.

To set the new interest rate, the following will apply: Interest rate increases or decreases pursuant to the movement of the index are mandatory, except that the rate of interest shall not be increased or decreased by more than 2.00 percentage points per year, nor increased or decreased by more than 6.00 percentage points during the life of this loan.

The first monthly payment change, if any, shall occur on July 1, 1987 and the monthly payment shall be adjusted every Twelve (12) months thereafter as set forth herein until the Note and Mortgage are paid in full.

At least thirty (30) but not more than one hundred twenty (120) days before adjustment of the payment, the Association shall send written notification to the Borrower which shall contain the following information:

1. Effective date and amount of new payment.
2. Loan balance as of that date (assuming that all payments will be made as due).
3. Applicable interest rate and the Index Rate used in the computation.
4. The period of time the new Interest Rate will be effective.
5. Date of the next payment adjustment.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to the Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Association. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Association may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Association shall be entitled to collect all reasonable costs and expenses of suit, including but not limited to, reasonable attorney's fees.

Borrower shall pay to Association a late charge of five percent (5%) of any monthly installment not received by the Association within twenty (20) days after the installment is due.

BOOK 701 PAGE 1598

Borrower may prepay the principal amount outstanding in whole or in part. The association may require that any partial payment be made (a) on the date monthly installments are due

and (b) in the amount of the part of one or more monthly installment which would be applicable to principal. The partial payment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Association shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, addressed to Borrower at the property address stated below, or to such other address as Borrower may designate by notice to the Association. Any notice to the Association shall be given by mailing such notice by certified mail, return receipt requested to the Association at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage dated May 22, 1986 and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

/S/ HARRY BURGIN \_\_\_\_\_ (SEAL)  
HARRY BURGIN and \_\_\_\_\_  
/S/ ROSCELLIA BURGIN \_\_\_\_\_ (SEAL)  
Roscellia Burgin \_\_\_\_\_

**Property Address**

ML-65 (3/85)



Jennifer Wicker 5-28-86

BOOK 701 PAGE 1599