



2400446 BOA 25-01

VARIANCE APPLICATION

APPLICATION FOR VARIANCE FROM SNELLVILLE STREAM BUFFER ORDINANCE

RECEIVED

City of Snellville
Planning & Development Department
2342 Oak Road, 2nd Floor
Snellville, GA 30078
Phone 770.985.3515 Fax 770.985.3551 www.snellville.org

DATE RECEIVED NOV 22 2024

3020 COUNTRY FARMS DR #2400446
BOA VARIANCE #BOA 25-01
PARCEL- 5004041

Applicant is: (check one)
 Owner's Agent
 Contract Purchaser
 Property Owner

Owner (if not the applicant): Check here if there are additional property owners and attach additional sheets.

Name (please print) Same
Address _____
City, State, Zip Code _____
Phone Number(s) _____ Fax _____

Name (please print) Odilia Correa
Address 3020 Country Farms Dr.
Snellville, GA 30039
City, State, Zip Code _____
Phone Number(s) 678-471-3802 Fax _____

Contact Person: Same Phone: _____ Fax: _____
Cell Phone: _____ E-mail: _____

Property Information:

Address/Location of Property: 3020 Country Farms Dr City: Snellville
District: 5th Land Lot: 4 Parcel: 070 Size in Acres: 0.41 Number of Structures: 1 Existing and 2 New Proposed

The Subject property IS IS NOT a Lot/Parcel of Record. If yes, date platted: 8-25-1987 Plat Book: 43 Page No.: 230

PROPERTY: IS IS NOT LOCATED WITHIN THE 7 MILE RADIUS OF THE INTAKE OF BIG HAYNES CREEK WATER SUPPLY RESERVOIR. IF THE PROPERTY IS LOCATED WITHIN THE 7 MILE RADIUS OF THE INTAKE OF THE BIG HAYNES CREEK WATER SUPPLY RESERVOIR.

Description of requested Stream Buffer Variance: 50' undisturbed Buffer
75' impervious setback

Relief from the requirements of the City of Snellville Stream Buffer Protection Ordinance may only be considered and granted as follows (CHECK AS APPLICABLE):

Administrative Variance

- I. Stream Buffer and Setback Requirements. All land development activity subject to this section must meet the following requirements:
 - A. An undisturbed natural vegetative stream buffer must be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.
 - B. An additional setback must be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative stream buffer (75 feet total), in which all impervious cover is prohibited. Grading, filling and earthmoving must be minimized within the setback.
 - C. No septic tanks or septic tank drain fields are permitted within the stream buffer or the setback.

Administrative variances for properties NOT located within the 7-mile radius of the intake of the Big Haynes Creek Water Supply Reservoir from the requirements on single-family residential lots of record platted before May 23, 2005, may be granted if the applicant submits a residential site drainage plan approved by the Director, in accordance with the following:

1. The lot or parcel's shape, topography, or other existing physical condition prevents land development consistent with this section, and the Director finds and determines that the requirements of this section prohibit the otherwise lawful use of the property by the owner.
2. If a variance is requested from the required 50-foot undisturbed natural vegetative stream buffer, the request is for 10% or less (5 feet or less) of the required buffer.
3. If a variance is requested from the required, additional 25-foot impervious surface setback, the request is for 20% or less (5 feet or less) of the required, additional setback, and no impervious cover is proposed within the reduced, additional setback.
4. If an applicant is requesting a variance from both the undisturbed natural vegetative stream buffer and the required, additional 25-foot impervious surface setback, and the requests meet all the criteria listed above, the Director may grant an administrative variance for both requests.
5. Additional water quality treatment practices appropriate for single-family residential lots, such as the incorporation of bio-retention areas, pervious paving that is at least 40% pervious, and sustainable landscaping, may be allowed by approval of the Director.

SUBMITTAL REQUIREMENTS (Administrative Variance Only):

- A. Complete page 1 of application.
- B. Attach Letter of Intent describing the stream and impervious buffer request and how the lot or parcel's shape, topography, or other existing physical condition prevents land development without variance approval. Ensure that requested variance does not exceed the variance limits in Section 3 above. Otherwise, variance consideration shall be provide by the Board of Appeals.
- C. Provide a site plan, drawn to scale, showing the location of all streams on the property and in close proximity to the property. Show the limits of required stream buffers and setbacks on the property. Show proposed land development and areas of encroachment into the stream and impervious buffers and calculate amount of encroachment.
- D. Complete Applicant and Property Owners Certifications (Attachment C).
- E. Remit \$100 application fee.

□ Big Haynes Creek Watershed Administrative Variance

For properties that are located within the 7-mile radius of the intake of the Big Haynes Creek Water Supply Reservoir the following additional stream protection requirements must be met where applicable:

1. Natural buffer zones and setbacks for impervious surfaces are required adjacent to both sides of perennial streams as measured from the stream bank as follows:

Distance to Water Supply Intake or Water Supply Reservoir*	Minimum Buffer	Minimum Impervious Surface Setback
(Big Haynes Creek Watershed) Within 7 Mile Radius	100 feet	150 feet
(Big Haynes Creek) Outside 7 Mile Radius	50 feet	75 feet

*Radial distances as measured upstream of a governmentally owned public drinking water supply intake or water supply reservoir.

2. Septic tanks and septic tank drainfields are prohibited within the required setback area. Utilities are exempt from the above stream buffer and setback provisions in accordance with the following conditions if the utilities to be located in the stream buffer or setback areas cannot feasibly be located outside these areas: The utilities must be located as far from the stream bank as reasonably possible, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of bank.
 - a. The installation and maintenance of the utilities must be such as to protect the integrity of the stream buffer and setback areas as best as reasonably possible.
 - b. Roadways, bridges, and drainage structures may encroach upon required stream buffers and setbacks where such structures are necessary to provide access. Such roadways and bridges must cross streams perpendicularly where

reasonably possible. The number of such stream crossings and associated structures must be minimized to the greatest extent possible.

3. Variance procedures

All lots or parcels of record as of October 28, 1997, in the Big Haynes Creek Watershed and all lots or parcels which have been submitted by way of preliminary plat and approved by the Department in accordance with the provisions of the 1985 Zoning Resolution of Gwinnett County, as of October 28, 1997, within the Big Haynes Creek Watershed, that are made unbuildable by the stream buffer and setback provisions, may still be developed on a case-by-case basis.

Requests for development of these lots must be made to the Director as administrative variances. If development is allowed, the maximum possible impervious surface setback and stream buffer width, given the configuration of the lot, must be maintained.

4. Compatibility with Other Buffers

This section is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute or other provision of law. The requirements of this section should be considered minimum requirements, and where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment will be considered to take precedence.

SUBMITTAL REQUIREMENTS (Big Haynes Creek Watershed Variance Only):

- A. Complete page I of application.
- B. Attach Letter of Intent describing the proposed land development and stream and impervious buffer request and how the lot or parcel's shape, topography, or other existing physical condition prevents land development without variance approval. The maximum possible impervious surface setback and stream buffer width, given the configuration of the lot, must be maintained.
- C. Ensure that proposed land development does not encroach into the 50 feet stream buffer and 75 feet impervious surface buffer. Otherwise, variance consideration shall be provide by the Board of Appeals (see Board of Appeals Variance).
- D. Provide a site plan, drawn to scale, showing the location of all streams on the property and in close proximity to the property. Show the limits of required stream buffers and setbacks on the property. Show proposed land development and areas of encroachment into the stream and impervious buffers and calculate amount of encroachment.
- E. Complete Applicant and Property Owners Certifications (Attachment C).
- F. Remit \$100 application fee.

Board of Appeals Variance

1. Stream Buffer and Setback Requirements. All land development activity subject to this section must meet the following requirements:
 - A. An undisturbed natural vegetative stream buffer must be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.
 - B. An additional setback must be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative stream buffer (75 feet total), in which all impervious cover is prohibited. Grading, filling and earthmoving must be minimized within the setback.
 - C. No septic tanks or septic tank drain fields are permitted within the stream buffer or the setback.
2. Where a lot was platted before May 23, 2005, and its shape, topography or other existing physical condition prevents land development consistent with this section, and the Director finds and determines that the requirements of this section prohibit the otherwise lawful use of the property by the owner, the Board of Appeals may grant a variance from the buffer and setback requirements hereunder, provided such variance requires mitigation measures to offset the effects of any proposed land development on the lot.
3. Except as provided above, the Board of Appeals may grant no variance from any provision of this section without first conducting a public hearing on the application for a variance and authorizing the granting of the variance by an affirmative vote of the Board of Appeals. The City must give public notice of each such public hearing in a newspaper of general circulation within the city. The City must require that the applicant post a sign giving notice of the proposed variance and the public hearing. The sign must be of a size and posted in such a location on the property as to be clearly visible from the primary adjacent road right-of-way.

A VARIANCE from the terms of the Unified Development Ordinance shall not be granted by the Board of Appeals unless and until the applicant has **demonstrated and explained** the following. You may attach additional sheets and provide additional documentation as appropriate:

1) **Demonstrate and explain** how special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or buildings in the same zoning district. Property is built on lower level than rest of properties on subdivision and sit lower and closer to setback stream buffer.

2) **Demonstrate and explain** how literal interpretation of the provisions of the UDO would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the UDO. Provisions would deprive my family to have a place and or structure to where we can gather and use of space. Land on back of property is unusable due to flood zone and rock erosion. Home is built on a down hill slope. Barner walls are being washed away with rain, Deck allows for solid platform.

3) **Demonstrate and explain** how the special conditions and circumstances do not result from the actions of the applicant. Porch and deck built are not built in flood zone or neighboring tentens or disturbing vegetation.

4) **Demonstrate and explain** that granting the variance (or waiver) requested will not confer on the applicant any special privilege that is denied by the UDO to other lands, structures, or buildings in the same zoning district. Approval of variance will add property value and provide more potential to home usage without disturbing any zoning / Residential structures or land.

Please Note: No non-conforming use of neighboring lands, structures, or buildings in the same zoning district, and no permitted or nonconforming use of lands, will be considered grounds for issuance of a variance or waiver. Peculiar conditions or circumstances which are the result of actions of the owner of property covered by this application cannot be considered as grounds justifying a variance. A "use variance", i.e. a variance for the purpose of using land or a structure, or combination thereof for a purpose prohibited by the present zoning classification of the property covered by this application will not be considered.

BOARD OF APPEALS CERTIFICATIONS

In the event an owner's agent or contract purchaser is filing this application, both of the certifications below must be completed. If the owner is filing the application, only the Owner's Certification must be completed.

APPLICANT'S CERTIFICATION

The undersigned below does hereby, swear or affirm under penalty of perjury under the laws of the State of Georgia, is authorized to make this application for Variance and that the statements and documents submitted as part of this application are true and accurate to the best of my knowledge or belief. The undersigned is aware that no application or re-application affecting the same land shall be submitted less than twelve (12) months from the date of denial.

Signature of Applicant Date

Type or Print Name and Title

Notary Seal

Signature of Notary Public Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, swear and affirm that I am (we are) the owner of property that is subject to this application, as shown in the records of Gwinnett County, Georgia which is the subject matter of the attached application. I further authorize _____ to file this application. The undersigned is aware that, in granting any, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with the Unified Development Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance or waiver is granted, shall be deemed a violation of the UDO and punishable under Article 3 of the UDO. If an application for a variance or waiver is denied by the Board of Appeals, a reapplication for such for such variance or waiver may not be made earlier than twelve (12) months from the date of the original application.

Check here if there are additional property owners and attach additional "Property Owner's Certification" sheets.

[Signature] 11-21-2024

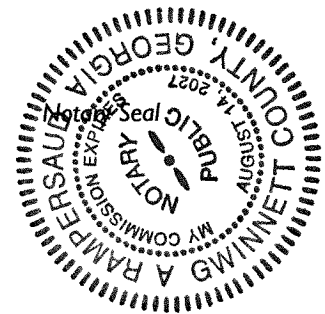
Signature of Owner Date

Odilia Correa owner

Type or Print Name and Title

[Signature] 11-21-2024

Signature of Notary Public Date



ADMINISTRATIVE VARIANCE CERTIFICATIONS

In the event an owner's agent or contract purchaser is filing this application, both of the certifications below must be completed. If the owner is filing the application, only the Owner's Certification must be completed.

APPLICANT'S CERTIFICATION

The undersigned below does hereby, swear or affirm under penalty of perjury under the laws of the State of Georgia, is authorized to make this application for Administrative Variance and that the statements and documents submitted as part of this application are true and accurate to the best of my knowledge or belief.

Signature of Applicant Date

Type or Print Name and Title

Notary Seal


Signature of Notary Public Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, swear and affirm that I am (we are) the owner of property that is subject to this application, as shown in the records of Gwinnett County, Georgia which is the subject matter of the attached application. I further authorize _____ to file this application.

The undersigned is aware that, in granting any, the Director of Planning and Development may prescribe appropriate conditions and safeguards in conformity with the Unified Development Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance or waiver is granted, shall be deemed a violation of the UDO and punishable under Article 3 of the UDO.

Check here if there are additional property owners and attach additional "Property Owner's Certification" sheets.

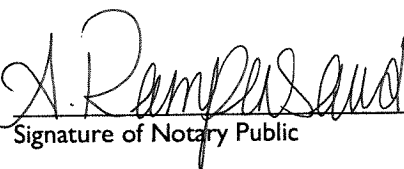


Signature of Owner Date 11-21-2024

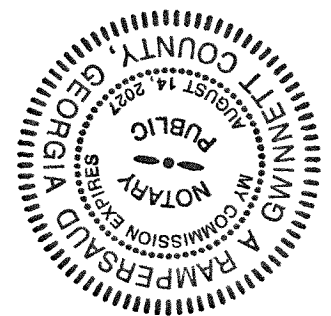
Odilia Correia

Type or Print Name and Title owner

Notary Seal



Signature of Notary Public Date 11-21-2024



Unified Development Ordinance Section 103-7.2. Powers and Duties

The Board of Appeals has the following powers and duties:

A. Administrative Review

To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by a staff member of the Department in the enforcement of this UDO. See Sec. 103-7.3 (Administrative Decision Appeals).

B. Variances and Waivers

To authorize, upon appeal in specific cases, such variance from the terms of this UDO as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the UDO would result in unnecessary hardship. A variance may not be granted by the Board of Appeals unless and until:

- I. A written application for a variance or waiver is submitted demonstrating:
 - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or buildings in the same zoning district;
 - b. That literal interpretation of the provisions of this UDO would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this UDO;
 - c. That the special conditions and circumstances do not result from the actions of the applicant;
 - d. That granting the variance or waiver requested will not confer on the applicant any special privilege that is denied by this UDO to other lands, structures, or buildings in the same zoning district.

Any application for an administrative review, variance, and/or waiver must be submitted by noon 36 days before the date on which it is to be considered by the Board of Appeals. The applicant must submit nine stapled or bound copies of the application and any supporting documents, in addition to one unbound application bearing original signatures. In addition, a digital copy in .pdf (and .dwg format, as appropriate) of all materials must be submitted using email, flash drive, or other means approved by the Director. The submitted application must also include: Verification by Gwinnett County that all property taxes owed have been paid; a certificate of title for all lots subject to the application; and a map indicating the subject property(ies) and the adjacent properties, identified by tax parcel number. An initiating party must also file any other information or supporting materials that are required by the City Council, Planning Commission, and/or the Department and must pay any filing fee.

The Department must notify the owners of adjoining properties of the property for which the variance is sought and/or their agent by certified mail with return receipt requested as shown by the Gwinnett County GIS Data Browser. The notification must be mailed not fewer than 15 days, nor more than 45 days before the Board of Appeals hearing. The notification must include a description of the application and the date, time, and place of the public hearing.

2. The City must provide notice of the public hearing at least 15 days before the public hearing. Notice of such hearings must be posted on the property for which the variance or waiver is sought and at city hall.
3. Due notice of the Board of Appeals hearing must be published in the newspaper which carries the legal advertisements of the City, by advertising the application and date, time, place and purpose of the public hearing not fewer than 15 days, nor more than 45 days before the date of the Board of Appeals hearing.
4. The public hearing must be held. Any party may appear in person, or by agent or attorney.

5. The Board of Appeals must further make findings that the requirements of this paragraph B have been met by the applicant for a variance or waiver.
6. The Board of Appeals must further make a finding that the reasons set forth in the application justify the granting of the variance or waiver is the minimum variance that will make possible the reasonable use of the land, building, or structure.
7. The Board of Appeals must further make a finding that the granting of the variance or waiver will be in harmony with the general purpose and intent of this UDO, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

In granting any variance, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with this UDO. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, will be deemed a violation of this UDO that is punishable under its provision.

Section 103-7.3. Administrative Decision Appeals

- A. Appeals to the Board of Appeals concerning interpretation or administration of this UDO may be taken by any person aggrieved or by any officer or bureau of the governing body of the City affected by any decision of a staff member of the Department of Planning and Development. Appeals must be filed with the Department within 15 days of said decision on the form/application provided by the City, including payment of fees. The Director must forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- B. An appeal stays all proceedings in furtherance of the action appealed from unless the Director certifies to the Board of Appeals that, by reason of facts stated in the certificate, a stay would, in their opinion, cause imminent peril, to life or property. In such a case, proceedings may not be stayed otherwise than by the Zoning Board of Appeals or by a restraining order granted by a court of record on application, and notice to the Director for good cause shown.
- C. The person requesting the appeal must first submit to Department a written statement clearly defining the nature of the disagreement, the specific reference to the sections of the regulations at issue, and the applicant's own opinion.
- D. If the Department fails to respond within 10 business days from the date of transmittal of the appeal, the Department must automatically forward a copy of the appeal to the Board of Appeals for final action in their normal course of business.
- E. The Board of Appeals must hear and act upon within 45 days of receipt and give public notice thereof. At the hearing, any party may appear in person or by agent or attorney.
- F. In exercising the above-mentioned powers, the Board of Appeals may, so long as such action is in conformity with the terms of the this UDO, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination as ought to be made, and to that end will have the powers of the Department staff member from whom the appeal is taken.

Section 103-7.4. Reapplication

If an application for a variance or waiver is denied by the Board of Appeals, a reapplication for such variance or waiver may not be made earlier than 12 months from the date of the original application.

Section 103-7.5. Appeals

Any person aggrieved by a decision or order of the Board of Appeals may appeal by certiorari to the Superior Court of Gwinnett County. Such appeal must be filed within 30 days from the date of the decision of the Board of Appeals. Upon failure to file the appeal within 30 days, the decision of the

Board of Appeals will be final.

LOAN #: [REDACTED]

[Space Above This Line For Recording Data]

SECURITY DEED

MIN: 1002965-0000713757-3

MERS PHONE #: 1-888-679-6377

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 **September 10, 2019**, together with all Riders to this document.
- (B) "Borrower" is **ODILIA CORREA, MARRIED WOMAN.**

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the grantee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **Homestar Financial Corp..**

Lender is a **Corporation**, organized and existing under the laws of **Georgia**. Lender's address is **332 Washington St. NW , Gainesville, GA 30501.**

(E) "Note" means the promissory note signed by Borrower and dated **September 10, 2019**. The Note states that Borrower owes Lender

[REDACTED] ***** Dollars (U.S. [REDACTED])

Initials: _____



LOAN #: [REDACTED]

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2049**.

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

(G) "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.

(H) "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]:

- Adjustable Rate Rider
- Balloon Rider
- Biweekly Payment Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- V.A. Rider
- Second Home Rider
- 1-4 Family Rider

Waiver of Borrower's Rights Rider
CLOSING ATTORNEY AFFIDAVIT

(I) "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.

(J) "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.

(K) "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.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "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.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the **County**

of **Gwinnett**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: R5004-070

LOAN #: [REDACTED]

which currently has the address of 3020 Country Farms Dr, Snellville,

[Street] [City]

Georgia 30039 ("Property Address"):
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, 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 and canceling this Security Instrument.

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

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

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

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

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

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

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

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

LOAN #: [REDACTED]

Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence shall be set forth in the

LOAN # [REDACTED]

payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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

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

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give

LOAN #: [REDACTED]

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOAN #: [REDACTED]

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for

is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale of the Property.

LOAN #: [REDACTED]

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

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

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

ODILIA CORREA (Seal)
DATE

Unofficial Witness

Notary Public,
GWINNETT County

Lender: Homestar Financial Corp.
NMLS ID: 70864
Loan Originator: Bernie Flores
NMLS ID: 1754824



CHANGING THE FACE OF HOME LOANS

RETURN SERVICE ONLY
PLEASE DO NOT SEND MAIL TO THIS ADDRESS
PO Box 818060
5801 Postal Road
Cleveland, OH 44181

MORTGAGE LOAN STATEMENT

STATEMENT DATE
10/16/2024

PAYMENT DUE DATE
11/01/2024

LOAN NUMBER
0723840500

AMOUNT DUE
\$1,527.76

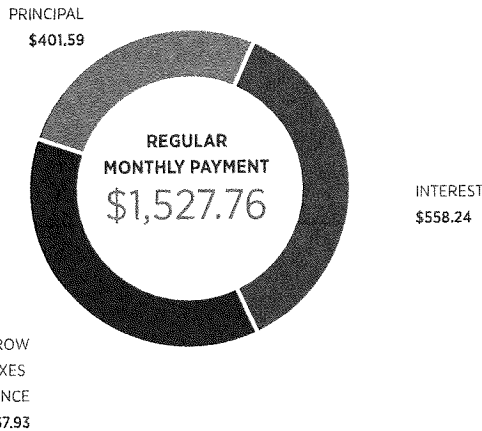
PROPERTY ADDRESS
3020 COUNTRY FARMS DR
SNELLVILLE, GA 30039

If payment is received on or after 11/17/2024, a \$47.99 late fee will be charged.

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 7 p.m. (CT)
Sat 8 a.m. to 12 p.m. (CT)
www.mrcooper.com

ODILIA CORREA
3020 COUNTRY FARMS DR
SNELLVILLE, GA 30039



ACCOUNT OVERVIEW

INTEREST BEARING PRINCIPAL BALANCE
\$191,396.60

INTEREST RATE
3.500%

ESCROW BALANCE
\$36.33

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID SINCE 09/18/2024	PAID YEAR TO DATE
PRINCIPAL	\$402.42	\$3,564.11
INTEREST	\$559.41	\$5,076.36
ESCROW (TAXES & INSURANCE)	\$567.93	\$5,667.05
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$0.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
TOTAL	\$1,529.76	\$14,307.52

EXPLANATION OF AMOUNT DUE

REGULAR MONTHLY PAYMENT	\$1,527.76
TOTAL FEES & CHARGES	\$0.00
OVERDUE PAYMENT(S)	\$0.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
TOTAL AMOUNT DUE	\$1,527.76
TRIAL/WORKOUT PAYMENT AMOUNT	\$0.00

HERE'S SOME HELPFUL INFORMATION

Want to make payments even easier? Pay online at www.mrcooper.com, on the go with the Mr. Cooper app, or by **setting up AutoPay**. No matter how you pay, we'll never charge a transaction fee.

Be the first to receive discount alerts, offers and new products by signing up for Mr. Cooper's text alerts. Simply, text JOIN to COOPER (266737)

TRANSACTION ACTIVITY (09/18/2024 to 10/16/2024)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
10/15/2024	Principal Payment	\$2.00	\$2.00			
10/15/2024	Payment	\$1,527.76	\$400.42	\$559.41	\$567.93	\$78.38
10/04/2024	BORR PAID MI DISBURSED	\$78.38				\$78.38
09/30/2024	County Tax Disbursed	\$4,691.67				\$4,691.67

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.





Snellville, GA
 2342 Oak Rd
 Snellville, GA 30078
 (770) 985-3508

2024 Property Tax Bill

Parcel ID	Tax District	Bill #
R5004 070	10 - City of Snellville	002139
Property Owner/Location/Description		Fair Market Value
CORREA ODILIA 3020 COUNTRY FARMS DR		363,100
		Taxable Value
		145,240
Levies	Taxable Value	- Exemptions = Net Assessment X Tax Rate = Net Tax
City of Snellville	145,240	0 = 145,240 X 4.0000000000 = \$580.96
2024 STORMWATER		\$93.75

Exemptions:

Tax Bills are not automatically sent to mortgage companies; therefore, if your taxes are paid through escrow, please forward this bill to your mortgage company.

All taxes and stormwater fees that are delinquent and paid after December 15, 2024 are subject to interest and penalties as allowed by law. FIFA costs are applied to delinquent property taxes after March 15, 2025.

The City will accept partial payments as long as the balance is paid in full by December 15th.

IF THIS TAX NOTICE INDICATES A PAST DUE AMOUNT, PLEASE CONTACT US TO DETERMINE PAYOFF AMOUNT.

Current Year Tax	\$674.71
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$0.00
Other Amounts Due	\$0.00
Total Due	\$674.71
Due Date	12/15/2024



Snellville, GA
 2342 Oak Rd
 Snellville, GA 30078

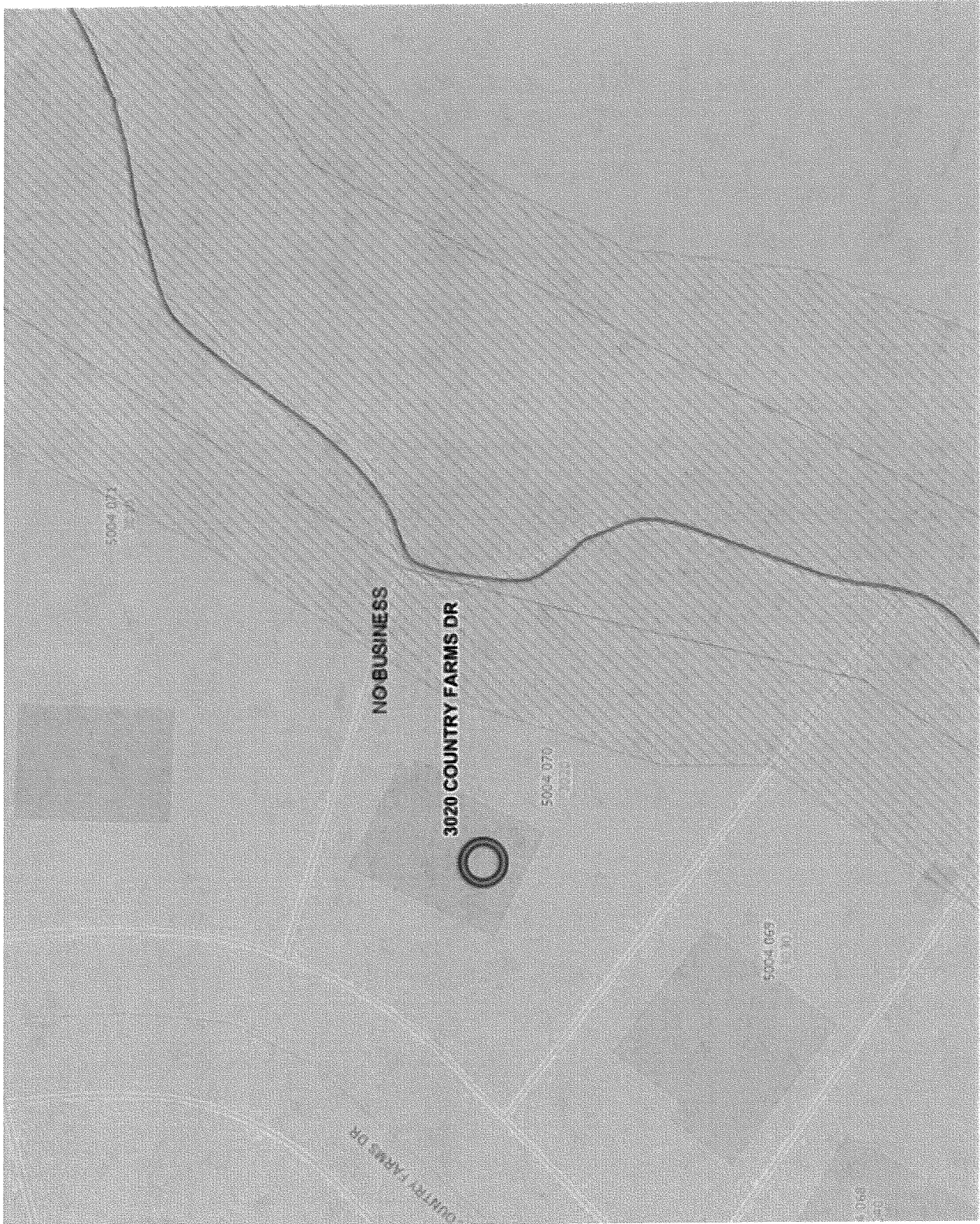
**Make check or money order payable to: City of Snellville*
**Write the Tax Parcel ID Number on your check*
**Full payment must be made by the due date*
**Mailed payments will be posted using the official postmark date*
**Taxes may be paid online by visiting www.snellville.org*
**Convenience fees may apply to all credit/debit card payments*

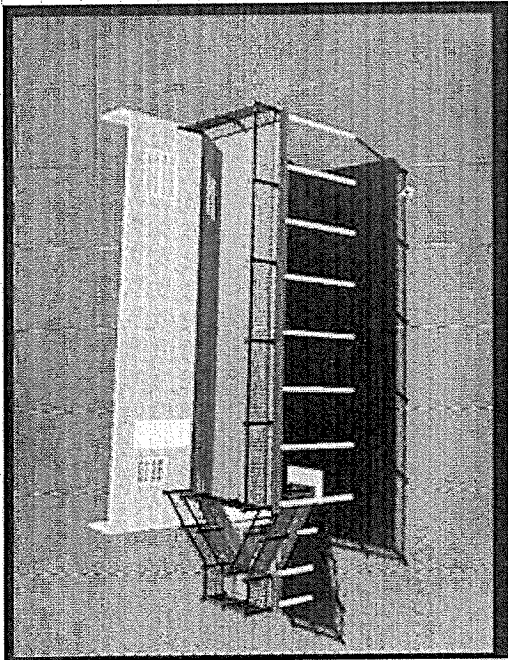
Parcel ID: R5004 070
 Amount Due: \$674.71
 Bill#: 002139
 Due Date: 12/15/2024

AMOUNT PAID

ODILIA CORREA
 3020 COUNTRY FARMS DR
 SNELLVILLE, GA 30039-4700

Snellville, GA
 2342 Oak Rd
 Snellville, GA 30078





Posts used for top deck:

7 Post 6x6x8

Supporting post bottom :

6x6x10 (8 post)

Top Deck measurements:

Length 38 ft 6 inches

Width 12ft

Stairs:

stair width 4ft

Hand Rail 7ft 2inches

Landing

length 10ft X 3ft 5 inches

Middle stairs

Stair width 5ft 9in

Length 3ft 5in

Bottom stairs

stair width 4ft

hand rail length 3ft 7 inches

ROOF

<u>RED HEADSOLID DROP-IN SETTING TOOL 3/8"</u>						
	<u>5/4X6-8 PREM</u>					
	<u>1X8-8 PT</u>					
	70 2x6x16					
	25 4x8 OSB					
	8-2x10x16					
	2-2x10x10					
	7-6x6x8 pressure treated post					
	1 box of Galvanized nails					
	10-2x4x16					
	More material attached to email					