

Charlotte County Tax Collector

generated on 11/12/2008 7:40:54 AM EST

Tax Record

Note: All delinquent taxes must be paid via certified funds, Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 11/12/2008 7:35:01 AM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year		
412318105003	REAL ESTATE	2008		
Mailing Address DEUTSCHE BANK NAT TR CO TRUSTE %AMERICA'S SERVICING CO 3476 STATEVIEW BLVD FT MILL SC 29715		Property Address 2622 CHAPMAN BLVD CC Old Acct Number 0077594-000000-0		
Assessed Value	Exempt Amount	Taxable Value		
\$76,785.00	see below	see below		
Exemption Detail NO EXEMPTIONS	Millage Code 104	Escrow Code 000078		
Legal Description (click for full description) 2622 CHAPMAN BLVD CPK 000 000M 0020 CHARLOTTE PARK BLK M LT 20 89/711 148/1 1 380/886 1342/214 1645/253 2109/1151 2205/42 4 2214/06 CD2918/422 CD2918/424 2918/427 CT3317/1592				
Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY				
COUNTY GENERAL FUND	4.3535	0	\$76,785	\$334.29
CAPITAL PROJECTS	1.2654	0	\$76,785	\$97.16
COUNTY HEALTH UNIT	0.0907	0	\$76,785	\$6.96
ENVIRONMENTALLY SENSITIVE LAN	0.2000	0	\$76,785	\$15.36
SOUTHWEST FL WATER MANAGEMENT				
SOUTHWEST FL WATER	0.3866	0	\$76,785	\$29.68
PEACE RIVER BASIN	0.1827	0	\$76,785	\$14.03
WEST COAST INLAND NAVIGATION	0.0394	0	\$76,785	\$3.03
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	0	\$76,785	\$140.34
GREATER CHARLOTTE LIGHTING	0.1925	0	\$76,785	\$14.78
CHARLOTTE COUNTY SCHOOL BOARD				
COUNTY SCHOOL BOARD	4.0210	0	\$76,785	\$308.75
DISCRETIONARY	0.5890	0	\$76,785	\$45.23
CAPITAL OUTLAY	1.7500	0	\$76,785	\$134.37
Total Millage		14.8985	Total Taxes	\$1,143.98
Non-Ad Valorem Assessments				
Code	Levying Authority	Amount		
MCSA	CHARLOTTE CNTY SANITATION UNIT	\$148.04		
MGD1	CHARLOTTE CO FIRE RESCUE DEPT	\$169.34		

MPG1	PUNTA GORDA (NU) ST&DR - MAINT	\$92.78
MSSU	SOU CHARLOTTE STORMWATER UTIL.	\$6.15
Total Assessments		\$416.31
Taxes & Assessments		\$1,560.29

If Paid By	Amount Due
11/30/2008	\$1,497.88
12/31/2008	\$1,513.48
1/31/2009	\$1,529.08
2/28/2009	\$1,544.69
3/31/2009	\$1,560.29

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Charlotte County Tax Collector

generated on 11/14/2008 6:10:23 AM EST

Tax Record

Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 11/14/2008 6:04:32 AM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number		Tax Type		Tax Year	
412318105002		REAL ESTATE		2008	
Mailing Address MCCARREN THOMAS & NANCY L 5235 EARLY TER PORT CHARLOTTE FL 33981		Property Address 2614 CHAPMAN BLVD CC		Old Acct Number 0077594-000100-0	
Assessed Value		Exempt Amount		Taxable Value	
\$16,129.00		see below		see below	
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		104		000078	
Legal Description (click for full description) 2614 CHAPMAN BLVD CPK 000 000M 0021 CHARLOTTE PARK SEC 2 BLKM LT21 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2 205/424 2214/06 CD2918/422 CD2918/424 2918 /427					
Ad Valorem Taxes					
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied	
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	0	\$16,129	\$70.22	
CAPITAL PROJECTS	1.2654	0	\$16,129	\$20.41	
COUNTY HEALTH UNIT	0.0907	0	\$16,129	\$1.46	
ENVIRONMENTALLY SENSITIVE LAN	0.2000	0	\$16,129	\$3.23	
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	0	\$16,129	\$6.23	
PEACE RIVER BASIN	0.1827	0	\$16,129	\$2.95	
WEST COAST INLAND NAVIGATION	0.0394	0	\$16,129	\$0.64	
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	0	\$16,129	\$29.48	
GREATER CHARLOTTE LIGHTING	0.1925	0	\$16,129	\$3.10	
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.0210	0	\$16,129	\$64.85	
DISCRETIONARY	0.5890	0	\$16,129	\$9.50	
CAPITAL OUTLAY	1.7500	0	\$16,129	\$28.23	
Total Millage		14.8985	Total Taxes		\$240.30
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
MFD1	CHARLOTTE CO FIRE RESCUE DEPT				\$72.13
MPG1	PUNTA GORDA (NU) ST&DR - MAINT				\$98.25
MSSU	SOU CHARLOTTE STORMWATER UTIL.				\$5.59
Total Assessments					\$175.97
Taxes & Assessments					\$416.27

If Paid By	Amount Due
11/30/2008	\$399.62
12/31/2008	\$403.78
1/31/2009	\$407.94
2/28/2009	\$412.11
3/31/2009	\$416.27

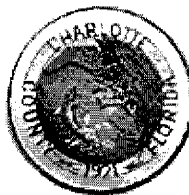
Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Charlotte County Property Appraiser Real Property Record



If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

General Parcel Information for 412318105003

Parcel ID:	412318105003	Property Address:	2622 CHAPMAN BLVD
Old Parcel ID Number:	00775940000000	Property Zip Code:	33950
Business Name:		Section-Township-Range:	18-41-23
Map Number:	5B18N	Zoning Code:	RSF3.5
Current Use:	SINGLE FAMILY	Roads:	PAVED
Future Land Use (Comp. Plan):	LOW DENSITY RESIDENTIAL	Taxing District:	104
Utilities:	WATER	Market Area / Neighborhood:	03 /03
Waterfront:	NO	SOH Base Year:	

FEMA Flood Zone (Effective 5/5/2003)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)
0241F		IN	9AE	12015C	COBRA_OUT	120061	9

*If parcel has more than 1 flood zone refer to the flood maps available on the GIS web site by clicking on View Map below. Click here for definitions.
For more information, please contact Building Construction Services at 941-743-1201.

Ownership Information

Owner Name:	DEUTSCHE BANK NAT TR CO TRUSTE
	%AMERICA'S SERVICING CO
Address:	3476 STATEVIEW BLVD
	FT MILL , SC 29715

Ownership current through: 11/5/2008

Sales Information

Date	Book/Page	Sales Codes	Selling Price
10/2002	2109/1151	IMPROVED	\$80,000
4 /2003	2214/6	VACANT	\$100
4 /2003	2205/424	IMPROVED	\$3,500
1 /2006	2918/424	IMPROVED	\$100
2 /2006	2918/422	IMPROVED	\$100
2 /2006	2918/427	IMPROVED	\$178,000
8 /2008	3317/1592	IMPROVED	\$100

2008 Value Summary*

	Land	Improvements	Building	Damage	Total
Cost Approach	\$18,975	\$448	\$65,002	\$0	\$84,425
Income Approach					N/A
Market Approach					\$90,335
Classified Value					N/A

Preliminary Value Summary,* as of January 1, 2009 *

2008 Certified Tax Roll Values, as of January 1, 2008

*Just Value reflects 193.011 adjustment.		
	Non-School	School
Certified Just Value:	\$76,785	\$76,785

*Preliminary values within this box are NOT certified (final) values. Consequently, they can change periodically as records are updated. Notices of Proposed Property Taxes (TRIM Notice) are typically mailed mid-August and final values certified mid-October. Just Value reflects 193.011 adjustment.

	Non-School	School
Preliminary Just Value:	\$74,634	\$74,634

Certified Assessed Value:	\$76,785	\$76,785	Preliminary Assessed Value:	\$74,634	\$74,634
Exempt Amount:	\$0	\$0	Preliminary Exempt Amount:	\$0	\$0
Certified Taxable Value:	\$76,785	\$76,785	Preliminary Taxable Value:	\$74,634	\$74,634

Original Notice of Proposed Property Taxes

Tax Information

Land Information

Line	Description	Land Use	Zoning	Unit Type	Unit Rate	Units	Depth	Table/Factor	Acreage	Land Value
1	CPK 000 000M 0020	0100	22	LOT	\$18,975.00	1	0		0	\$18,975

Land Improvement Information

Code	Description	Size	Year Built	Year Condition
3992	Medium Driveway	1	1973	1973

Building Information

Building Number	Description	Quality	Building Use	Year Built	Year Cond	Floors	Rooms	Living Area	A/C Area	Total Area
1	SINGLE FAMILY RES	2.0	0100	1973	1973	1	0	1116	1116	1925

Building Appedage Information

Building Component Information

Bld #	Code	Description	Area	Year Built	Year Cond
1	701	Attached Garage (SF)	390	1973	1973
1	736	Garage Finish, Attached (SF)	390	1973	1973
1	904	Slab Porch (SF) with Roof	64	1973	1973
1	907	Enclosed Porch (SF), Screened Walls	220	1973	1973
1	908	Enclosed Porch (SF), Knee Walls w/ Glass	135	1973	1973

Bld #	Code	Description
1	*	Storm Panels (%)
1	169	Masonry, Stucco on Block
1	215	Plastic Tile
1	402	Automatic Floor Cover Allowance
1	601	Plumbing Fixtures (#)
1	602	Plumbing Rough-ins (#)
1	621	Slab on Grade (% or SF)
1	631	Add for Plaster Interior (% or SF)

Legal Description

Short Legal	Legal Description
CPK 000 000M 0020	CHARLOTTE PARK BLK M LT 20 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2205/424 2214/06 CD2918/422 CD2918/424 2918/427 CT3317/1592

Data Last Updated: 11/12/2008- Printed On: Wednesday, November 12, 2008.

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Charlotte County Property Appraiser Real Property Record



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General Parcel Information for 412318105002

Parcel ID:	412318105002	Property Address:	2614 CHAPMAN BLVD
Old Parcel ID Number:	00775940001000	Property Zip Code:	33950
Business Name:		Section-Township-Range:	18-41-23
Map Number:	5B18N	Zoning Code:	RSF3.5
Current Use:	VACANT RESIDENTIAL	Roads:	PAVED
Future Land Use (Comp. Plan):	LOW DENSITY RESIDENTIAL	Taxing District:	104
Utilities:	WATER	Market Area / Neighborhood:	03 /03
Waterfront:	NO	SOH Base Year:	

Ownership Information

Owner Name:	MCCARREN THOMAS & NANCY L
Address:	5235 EARLY TER
	PORT CHARLOTTE, FL 33981

Ownership current through: 11/5/2008

2008 Value Summary*

	Land	Improvements	Building	Damage	Total
Cost Approach	\$0	\$0	\$0	\$0	N/A
Income Approach					N/A
Market Approach	\$18,975				\$18,975
Classified Value					N/A

Preliminary Value Summary,* as of January 1, 2009 *

*Preliminary values within this box are **NOT** certified (final) values. Consequently, they can change periodically as records are updated. Notices of Proposed Property Taxes (TRIM Notice) are typically mailed mid-August and final values certified mid-October. Just Value reflects 193.011 adjustment.

	Non-School	School
Preliminary Just Value:	\$16,129	\$16,129
Preliminary Assessed Value:	\$16,129	\$16,129
Preliminary Exempt Amount:	\$0	\$0
Preliminary Taxable Value:	\$16,129	\$16,129

2008 Certified Tax Roll Values, as of January 1, 2008

*Just Value reflects 193.011 adjustment.		
	Non-School	School
Certified Just Value:	\$16,129	\$16,129
Certified Assessed Value:	\$16,129	\$16,129
Exempt Amount:	\$0	\$0
Certified Taxable Value:	\$16,129	\$16,129

Original Notice of Proposed Property Taxes

Tax Information

Land Information

Line	Description	Land Use	Zoning	Unit Type	Unit Rate	Units	Depth	Table/ Factor	Acreage	Land Value
1	CPK 000 000M 0021	0000	22	LOT	\$18,975.00	1	0		0	\$18,975

Legal Description

Short Legal	Legal Description
CPK 000 000M 0021	CHARLOTTE PARK SEC 2 BLKM LT21 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2205/424 2214/06 CD2918/422 CD2918/424 2918/427

Data Last Updated: 11/12/2008- Printed On: Wednesday, November 12, 2008.

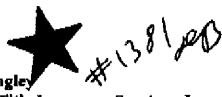
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Return to: **Laura Longley**
Name: **Executive Title Insurance Services, Inc.**
Address: **150 West McKenzie, #112**
Punta Gorda, Florida 33950

This Instrument Prepared by:
Laura Longley
Executive Title Insurance Services, Inc.
150 West McKenzie, #112
Punta Gorda, Florida 33950

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
0077594-000000-0

File No: **12051658**

WARRANTY DEED

This Warranty Deed Made the 14 day of February, 2006, by **Robert E. Dolan Jr. and Mary Jane Dolan, Husband and Wife**, hereinafter called the grantor, whose post office address is: **2622 Chapman Blvd., Punta Gorda, Florida 33950**

to **Thomas McCarren and Nancy L. McCarren, Husband and Wife**, whose post office address is: **5235 Early Terrace, Port Charlotte, Florida 33981**, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Charlotte County, Florida, viz:

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

The property is the homestead of the Grantor(s).

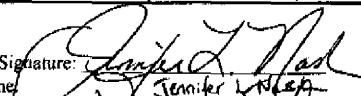
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

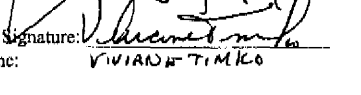
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 2005, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)

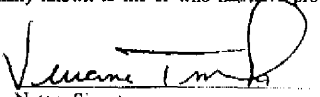
1st Witness Signature: 
Printed Name: **Robert E. Dolan Jr.**

2nd Witness Signature: 
Printed Name: **Mary Jane Dolan**

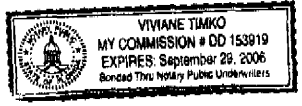
STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14 day of February, 2006, by **Robert E. Dolan Jr. and Mary Jane Dolan, Husband and Wife**, who is/are personally known to me or who has/have produced driver license(s) as identification, and who did / did not take an oath.

My Commission Expires:


Notary Signature
Print Name: **VIVIANE TIMKO**
Serial Number

SEAL



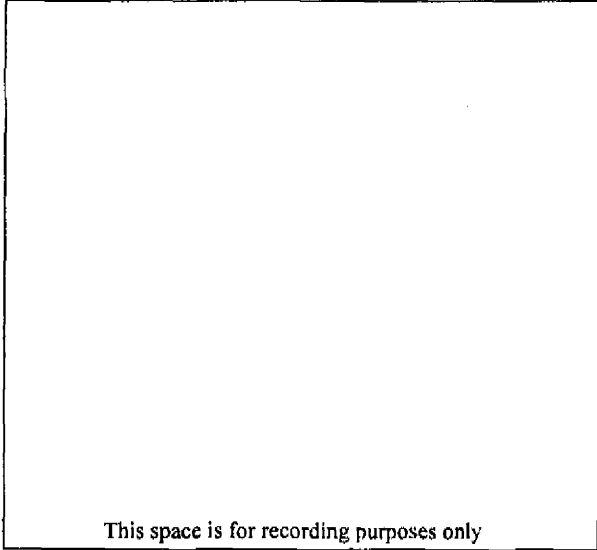
IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY,
FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 07-3408-CA

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR GSAA HOME
EQUITY TRUST 2006-13
PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L.
MCCARREN; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEWISEES, GRANTEES OR OTHER
CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS IN
POSSESSION

DEFENDANT(S)



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07-003408-CA
08/15/08 15:15:14
Filed deni

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on July 11, 2008, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in CHARLOTTE County, Florida:

LOT 20, BLOCK M, CHARLOTTE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90A THROUGH 90C, INCLUSIVE, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

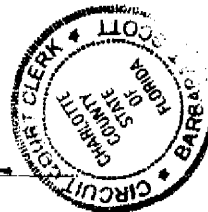
was sold to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13
c/o AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD, FT. MILL, SC 29715

CC: WITNESS my hand and the seal of this Court on August 14, 2008.

David J Stern PA Mortgage Electronic Reg Syst
801 S University Dr. Ste 500 1595 Spring Hill Rd. #310
Plantation, FL 33324 Vienna, VA 22182
Thomas McCarron, Nancy L McCarron
287 S Old Mail Rd
Crossville, TN 38572

BARBARA T. SCOTT
Clerk of Circuit Court

BY: Obcema
Deputy Clerk



This document prepared by:

THE LAW OFFICES OF DAVID J. STERN, P.A.
801 S. University Drive Suite 500
Plantation, FL 33324
07-05548 (ASCF)

NC CIVIL

★ CIVIL#30

IMAGED

CERTIFICATE OF SERVICE
I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to this 14 day of Aug 2008 at the address(es) indicated
BARBARA T. SCOTT, Clerk of the Circuit Court
BY: Obcema



Return To:
Opteum Financial Services,
LLC
W115 Century Road, Paramus,
NEW JERSEY 07652

This document was prepared by:

Eileen McKeon-Udris
One Neshaminy Interplex,
Suite 102, Feasterville
Trevose, PENNSYLVANIA 19053

12051658

[Space Above This Line For Recording Data]

Exclusive Title Insurance Services, Inc.
150 W. McKenzie Street, Suite 112
Ft. Lauderdale, FL 33305

MORTGAGE

MIN 100135811151027055

#1381 AB ★

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 February 14, 2006 together with all Riders to this document.
- (B) "Borrower" is Thomas McCarren and Nancy L McCarren, Husband and Wife

Borrower is the mortgagor 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 mortgagee 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 Opteum Financial Services, LLC

1115102705

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

Form 3010 1/01

SA(FL) (0005).02

Page 1 of 16

Initials

VMP MORTGAGE FORMS - (800)521-7291

* LNM1000 *

20

Lender is a **Limited Liability Corporation** organized and existing under the laws of **DELAWARE**
Lender's address is **W115 Century Road Paramus, NEW JERSEY 07652**

(E) "Note" means the promissory note signed by Borrower and dated **February 14, 2006**
The Note states that Borrower owes Lender **One Hundred Forty Two Thousand Four Hundred and 00/100** Dollars

(U.S. \$ **142,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 01, 2036**

(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]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
- Legal Description and Prepay Rider**

(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.

1115102705

 -6A (FL) (0006) 02

Initials: 
Form 3010 1/01

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Charlotte [Name of Recording Jurisdiction]

All that tract or parcel of land with improvements thereon as shown on Exhibit "A" attached hereto which is incorporated herein and made part hereof.

This is a purchase money mortgage being the same premises conveyed to the mortgage herein by a certain deed to be recorded simultaneously herewith.

Being known as 2622 Chapman Boulevard

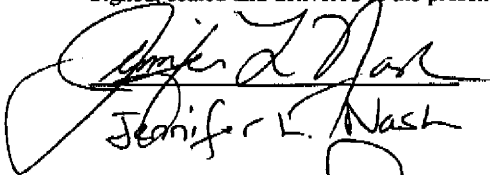
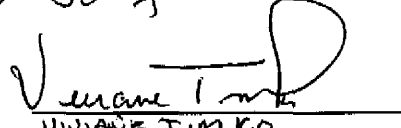
Parcel ID Number: which currently has the address of
2622 Chapman Boulevard [Street]
Punta Gorda [City], Florida 33950 [Zip Code]
("Property Address");

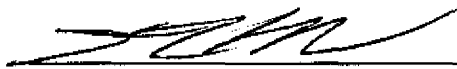
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

1115102705



BY SIGNING BELOW, 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.
Signed, sealed and delivered in the presence of:


Jennifer L. Nash

VIVIANE TIMKO


Thomas McCarren (Seal)
-Borrower

5235 Early Terrace, Port
Charlotte, FLORIDA, 33981 (Address)


Nancy L. McCarren (Seal)
-Borrower

5235 Early Terrace Port
Charlotte, FL 33981 (Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

1115102705

 -6A(FL) (0005) 02

Page 15 of 16

Form 3010 1/01

STATE OF FLORIDA, *Charlotte* County ss:
The foregoing instrument was acknowledged before me this **February 14, 2006** by
Thomas McCarren, Nancy L McCarren

who is personally known to me or who has produced *FL Drivers License* as identification.

Viviane Timko

Notary Public



1115102705

-5A(FL) (0005).02

Page 16 of 18

[Signature]

Form 3010 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Thomas McCarren

(Seal)

-Borrower



Nancy L McCarren

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1115102705

57R (0411)

Page 3 of 3

Form 3170 1/01

EXHIBIT A

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

Return To:
Opteum Financial Services,
LLC
W115 Century Road, Paramus,
NEW JERSEY 07652

This document was prepared by:

Eileen McKeon-Udris
One Neshaminy Interplex,
Suite 102, Feasterville
Trevose, PENNSYLVANIA 19053

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 2918, PGS 426-447 20 pg(s)
INSTR # 1522040
Doc Type MTG, Recorded 03/03/2006 at 09:57 AM
Mtg Doc: \$498.40 Intangible: \$264.80 Rec. Fee: \$171.50
Cashiered By: MONICAA Doc. #: 6

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12051658
Executive Title Insurance Services, Inc.
150 W. McKenzie Street, Suite 112
Ft. Lauderdale, FL 33350

MORTGAGE

MIN 100135811151027055

U A
PB JT
X ★

* THIS MORTGAGE IS BEING RERECORDED TO INCLUDE PREPAYMENT RIDER

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 February 14, 2006 together with all Riders to this document.
- (B) "Borrower" is Thomas McCarren and Nancy L McCarren, Husband and Wife

- Borrower is the mortgagor 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 mortgagee 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 Opteum Financial Services, LLC

1115102705

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

Form 3010 1/01

VMP -6A(FL) (0006).02
Page 1 of 16

Initials 

VMP MORTGAGE FORMS - (800)521-7291

* LNM1000*

22

Lender is a **Limited Liability Corporation**
organized and existing under the laws of **DELAWARE**
Lender's address is **W115 Century Road Paramus, NEW JERSEY 07652**

(E) "Note" means the promissory note signed by Borrower and dated **February 14, 2006**
The Note states that Borrower owes Lender **One Hundred Forty Two Thousand Four Hundred and 00/100** Dollars

(U.S. \$ **142,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 01, 2036**

(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]:

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

Legal Description and Prepay Rider

(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.

1115102705

6A(FL) (0005).02

Initials:  Form 3010 1/01

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Charlotte [Name of Recording Jurisdiction]

All that tract or parcel of land with improvements thereon as shown on Exhibit "A" attached hereto which is incorporated herein and made part hereof.

This is a purchase money mortgage being the same premises conveyed to the mortgage herein by a certain deed to be recorded simultaneously herewith.

Being known as 2622 Chapman Boulevard

Parcel ID Number: which currently has the address of
2622 Chapman Boulevard [Street]
Punta Gorda [City], Florida 33950 [Zip Code]
("Property Address"):

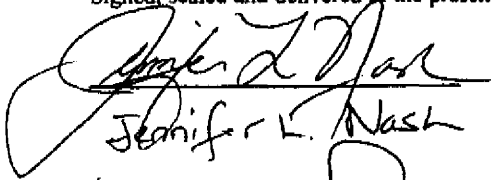
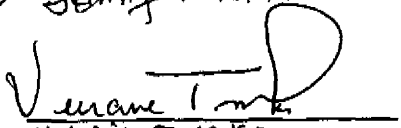
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

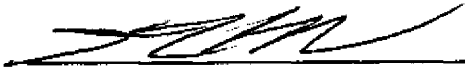
1115102705


6A(FL) (0005) 02



BY SIGNING BELOW, 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.
Signed, sealed and delivered in the presence of:


Jennifer L. Nash

Viviane Timko
VIVIANE TIMKO


Thomas McCarren (Seal)
-Borrower

5235 Early Terrace, Port
Charlotte, FLORIDA 33981 (Address)

Nancy L. McCarren (Seal)
-Borrower

5235 Early Terrace Port
Charlotte, FL 33981 (Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

1115102705

STATE OF FLORIDA, *Charlotte* County ss:
The foregoing instrument was acknowledged before me this *February 14, 2006* by
Thomas McCarren, Nancy L. McCarren

who is personally known to me or who has produced *FL Driver License* as identification.

Viviane Timko

Notary Public



1115102705

1115102705-6A(FL) (0005).02

Page 16 of 16

[Signature]
Initials Form 3010 1/01

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Opteum Financial Services, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2622 Chapman Boulevard
Punta Gorda, FL 33950

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against ~~fire and theft~~ in addition to the other hazards for which insurance is required by Section 5.

1115102705

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

VMP-57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.
(800)521-7291

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1115102705

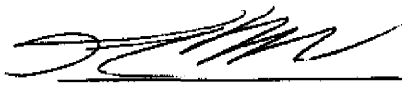
57R (0411)

Page 2 of 3

Initials: 

Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Thomas McCarren (Seal)
-Borrower



Nancy L. McCarren (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1115102705

 57R (0411)

Page 3 of 3

Form 3170 1/01

EXHIBIT A

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

PREPAYMENT RIDER
(Multi-State)

This Prepayment Rider is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Opteum Financial Services, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at 2622 Chapman Boulevard, Punta Gorda, FLORIDA 33950 Charlotte (the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A full prepayment is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment." I/We have the right to make payments of principal at any time before they are due. The payment of principal only is known as a "prepayment". When I/We make a prepayment, I/We will tell the Note Holder in writing that I/We am/are doing so. If, within the first 36 months following the date of the Note and the Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to 6 months advance interest on the amount of any prepayment that when added to all other amounts prepaid during the twelve (12) month period preceding the date of any prepayment, exceeds twenty percent (20%) of the original principal amount of the Note.

Notwithstanding the foregoing, if within the first six (6) months following the date of the Note and Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder the prepayment charge described above. Thereafter, only in the event of a Full Prepayment concurrent with a bona fide sale of the Property to an unrelated third party shall no Prepayment penalty be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

PPRIDER / 99PPRIDER*(111999.Rev(1003))
PPRIDER.uif

page 1 of 2

Loan Number: 1115102705



PREPAYMENT RIDER
(Multi-State)

This Prepayment Rider is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Opteum Financial Services, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at 2622 Chapman Boulevard, Punta Gorda, FLORIDA 33950 Charlotte (the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A full prepayment is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment."

I/We have the right to make payments of principal at any time before they are due. The payment of principal only is known as a "prepayment". When I/We make a prepayment, I/We will tell the Note Holder in writing that I/We am/are doing so. If, within the first 36 months following the date of the Note and the Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to 6 months advance interest on the amount of any prepayment that when added to all other amounts prepaid during the twelve (12) month period preceding the date of any prepayment, exceeds twenty percent (20%) of the original principal amount of the Note.

Notwithstanding the foregoing, if within the first six (6) months following the date of the Note and Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder the prepayment charge described above. Thereafter, only in the event of a Full Prepayment concurrent with a bona fide sale of the Property to an unrelated third party shall no Prepayment penalty be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

PPRIDER / 99PPRIDER*(111999.Rev(1003))
PPRIDER.uif

page 1 of 2

Loan Number: 1115102705



Return To:

Opteum Financial Services, LLC
W115 Century Road, Paramus, NEW JERSEY
07652

This instrument was prepared by:

Eileen McKeon-Udris
One Neshaminy Interplex, Suite 102,
Plymouthville, Pennsylvania, PENNSYLVANIA 19053

#1389
★
Executive Title Insurance Services, Inc.
150 W. McKenzie Street, Suite 112
Punta Gorda, FL 33950
12051658a

MORTGAGE

MIN 100135811151027063

THIS MORTGAGE is made this 14th day of February, 2006, between the Mortgagor,
Thomas McCarren and Nancy L McCarren, Husband and Wife

, whose address is

5235 Early Terrace
Fort Charlotte, FL 33981

(herein "Borrower"), and the Mortgagee,
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's
successors and assigns). 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. Opteum Financial Services, LLC

existing under the laws of DELAWARE
W115 Century Road Paramus, NEW JERSEY 07652

("Lender") is organized and
, and has an address of

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 26,700.00 which
indebtedness is evidenced by Borrower's note dated February 14, 2006 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not
sooner paid, due and payable on March 01, 2021

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey
to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the
following described property located in the County of Charlotte
State of Florida:

All that tract or parcel of land with improvements thereon as shown on Exhibit "A"
attached hereto which is incorporated herein and made part hereof.

This is a purchase money mortgage being the same premises conveyed to the mortgage
herein by a certain deed to be recorded simultaneously herewith.

Being known as 2622 Chapman Boulevard

which has the address of 2622 Chapman Boulevard
Punta Gorda (City), Florida 33950
1115102706

[Street]
[ZIP Code] (herein "Property Address").

FLORIDA - SECOND MORTGAGE - 1/60 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS


Form 3810
Amended 2/01

76N(FL) (0307)

Page 1 of 5
VMP Mortgage Solutions, Inc. (800)521-7281

LNM1000

10

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 -76M(FL) (03/07)

Page 3 of 5


 Form 3810

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

Jennifer L. Nash
Witness
Jennifer L. Nash

Thomas McCarren

Thomas McCarren (Seal)
-Borrower

5235 Early Terrace
Port Charlotte, FL 33981 (Address)

Viviane Timko
Witness
VIVIANE TIMKO

Nancy L. McCarren

Nancy L. McCarren (Seal)
-Borrower

5235 Early Terrace
Port Charlotte, FL 33981 (Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Sign Original Only)

STATE OF FLORIDA,

Charlotte

County ss:

The foregoing instrument was acknowledged before me this February 14, 2006
Thomas McCarren, Nancy L. McCarren

by

who is personally known to me or who has produced *FL Driver license* as identification.



Viviane Timko

Notary Public

1115102706

76N(FL) (0307)

Page 5 of 6

Form 3810

EXHIBIT A

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

**BALLOON RIDER
SECOND MORTGAGE**

THIS BALLOON RIDER is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note (the "Note") to

Opteum Financial Services, LLC
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:


2622 Chapman Boulevard
Punta Gorda, FL 33950

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THE LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Balloon Rider.


Borrower Thomas McCarren

2/14/06
Date


Borrower Nancy L. McCarren

2-14-06
Date

Borrower

Date

Borrower

Date

Record
Balloon Rider
with Security Instrument

99BARD / 99BARD*(012002.Rev(00))
99BARD.uff

Loan Number: 1115102706

LNR1000

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Opteum Financial Services, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2622 Chapman Boulevard
Punta Gorda, FL 33950

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against fire and theft in addition to the other hazards for which insurance is required by Section 5.

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**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

VMP-57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.
(800)521-7291

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1115102706


 -57R (0411)

Page 2 of 3

Initials: 

Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Thomas McCarren (Seal)
-Borrower



Nancy L McCarren (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

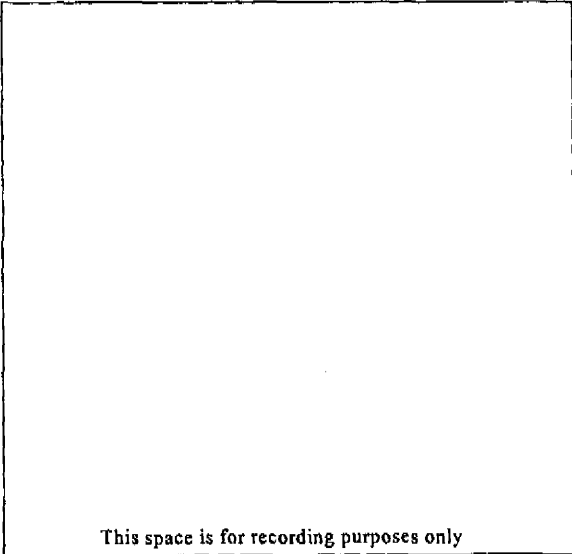
(Seal)
-Borrower

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-57R (0411)

Page 3 of 3

Form 3170 1/01



This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY,
FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 07-3408CA

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR GSAA HOME
EQUITY TRUST 2006-13
PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L.
MCCARREN; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEWISEES, GRANTEEES OR OTHER
CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS
IN POSSESSION
DEFENDANT(S)

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.
3. The property involved is that certain parcel, lot or unit situate, lying and being in CHARLOTTE County, Florida, as set forth in the mortgage recorded in Official Records Book 2918, at Page 428 AND RERECORDED JUNE 15, 2007 IN OFFICIAL RECORDS BOOK 3173 AT PAGE 1230, more particularly described as follows:

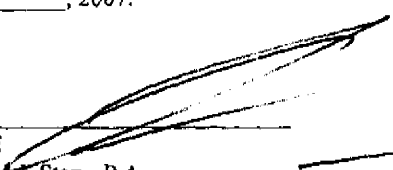
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★ CIVIL #30

LOT 20, BLOCK M, CHARLOTTE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90A THROUGH 90C, INCLUSIVE, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

Dated at Plantation, Broward County, Florida, this 8 day of OCT., 2007.


ADAM F. GEORGE
Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
801 S. University Drive Suite 500
Plantation, FL 33324
(954) 233-8000
Bar #: 635502

07-05548 (ASCF)

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY,
FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 07-3408-CA

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR GSAA HOME
EQUITY TRUST 2006-13**
PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L.
MCCARREN; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVISEES, GRANTEES OR OTHER
CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS IN
POSSESSION

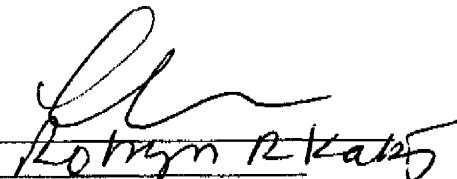
DEFENDANT(S)

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NOTICE OF DROPPING PARTY DEFENDANT

COMES NOW, the Plaintiff, by and through its undersigned counsel and gives notice that
John Doe and Jane Doe are voluntarily dropped as defendant(s) to this action, pursuant to the Fla.
R. Civ. P. 1.250(b) and 1.420 (a) (1), without prejudice.

This 13 day of March, 2008.



Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
801 S. University Drive Suite 500
Plantation, FL 33324
Tele: (954) 233-8000
Florida Bar #: 0146803

07-05548 (ASCF)

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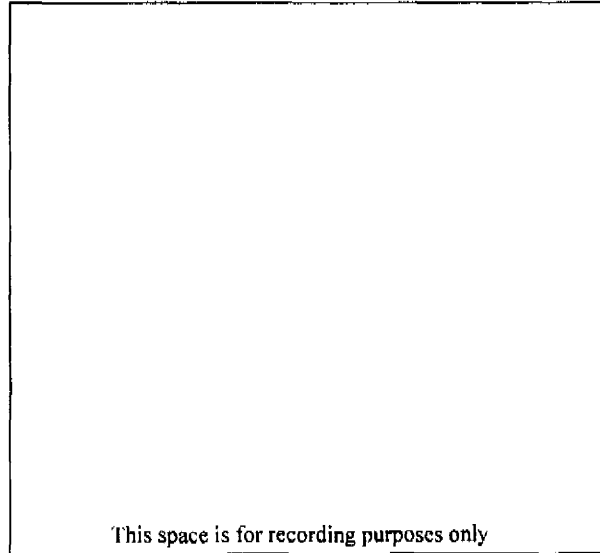
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IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY,
FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 07-3408-CA

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR GSAA HOME
EQUITY TRUST 2006-13
PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L.
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NAMED INDIVIDUAL DEFENDANT(S) WHO
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WHETHER SAID UNKNOWN PARTIES MAY
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CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS IN
POSSESSION,
DEFENDANT(S)



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SUMMARY FINAL JUDGMENT IN FORECLOSURE

THIS CAUSE having come to be heard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affidavits filed herein, and the Court being fully advised in the premises, it is hereby ORDERED:

- 1. The Plaintiff's Motion for Summary Final Judgment is GRANTED.
- 2. There is due to the Plaintiff the following:

Principal due on the note secured by the Mortgage foreclosed:	\$140,932.17
Interest on the Note and Mortgage from May 1, 2007 to June 9, 2008	\$12,149.10
Late Charges	\$306.06
Inspections Conducted on Property	\$120.00
Ad Valorem Taxes	\$2,109.85
Hazard Insurance Premiums	\$2,170.49
Appraisals	\$190.00
COSTS:	
Filing Fee	\$255.00
Service of Process	\$1,350.00
Abstracting	\$325.00
Service/Mail Required by Law	\$16.50
Title Update Charges	\$75.00
	SUBTOTAL \$159,999.17
Attorney's fees based upon 8 hours at \$150.00 per hour in the amount of:	\$ 1200 -
	TOTAL \$ 161,199.17

NO CIVIL ★ CIVIL #30

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13 vs. THOMAS MCCARREN, ET AL
CASE NO: 07-3408-CA

3. A lien is held by the Plaintiff whose address is C/O AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD, FT. MILL, SC 29715 for the total of the Final Judgment sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants. The lien encumbers the following described property in CHARLOTTE County, Florida, to-wit:
LOT 20, BLOCK M, CHARLOTTE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90A THROUGH 90C, INCLUSIVE, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA
4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
5. The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk out of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.
6. The Clerk of this Court shall sell the property described in Paragraph 3 at public sale at 11:00 a.m., on the 11 day of July, 2008, a date that shall not be less than 20 days or more than 35 days after the date of entry of this judgment, to the highest and best bidder or bidders for cash at the West Door of the CHARLOTTE County Courthouse located at 350 East Marion Avenue, in Punta Gorda, Florida, after having first given notice as required by Section 45.031, Florida Statutes. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title.
7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff shall be increased by the amount of such advances without further order of the Court.
8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.
9. Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
 - a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of the State documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.
 - b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.
 - c. The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 9(a) and 9(b) shall be retained by the Clerk of this Court pending further order of this Court.
10. Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13 vs. THOMAS MCCARREN, ET AL
CASE NO. 07-3408-CA

11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue a Writ of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 2622 CHAPMAN BLVD, PUNTA GORDA, FL 33950.
13. In the event the Plaintiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).
15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13, c/o David J. Stern, P.A. Trust Account.**
16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original documents filed with the Court to counsel of record for Plaintiff.

NOTICE PURSUANT TO FLORIDA STATUTES § 45.031

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

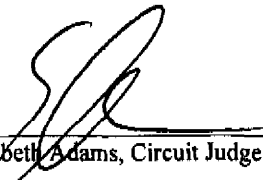
IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR CHARLOTTE COUNTY, TELEPHONE NUMBER 941-637-2103, CLERK OF COURT OF CHARLOTTE COUNTY, 350 EAST MARION AVENUE, PUNTA GORDA, FL 33950, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT FLORIDA RURAL LEGAL SERVICES, 941-505-9007, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13 vs. THOMAS MCCARREN, ET AL CASE NO: 07-3408-CA

SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT FLORIDA RURAL LEGAL SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

Done and ORDERED in open court at Punta Gorda, CHARLOTTE County, Florida, this 9 day of June, 2008.


Elisabeth Adams, Circuit Judge

Copies furnished to:

LAW OFFICES OF DAVID J. STERN, P.A.
801 S. UNIVERSITY DRIVE, STE 500
PLANTATION, FL 33324

THOMAS MCCARREN
NANCY L. MCCARREN
287 S OLD MAIL ROAD
CROSSVILLE, TN 38572

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O CORPORATE COUNSEL
1595 SPRING HILL ROAD, SUITE 310
VIENNA, VA 22182

07-05548 (ASCF)

John Doe and Jane Doe
2662 Chapman Blvd
Punta Gorda, FL 33950

CERTIFICATE OF SERVICE
I HEREBY CERTIFY that a true
and correct copy of the foregoing
has been furnished this 18 day of
June 2008 to the parties
at the address(s) indicated.
BARBARA T. SCOTT, Clerk of the Circuit Court
BY: Barbara T. Scott



Case Number : 07003408CA

File Date:	10/09/2007	Damage Claim:	\$0.00
Filing Fee:	\$255.00	Trial Date:	00/00/0000
Disposition Date:	06/09/2008	Other Fees:	\$70.00
Preliminary Date:	00/00/0000	Remarks:	NONE

Description: REAL PROP FORECLOSUR - CA

Disposition: DSPOS BY JUDGE

Original Judge Assigned: PELLECCIA DONALD E

Current Judge Assigned: MANALICH RAMIRO

Back

Names Information For Case: 07003408CA

NAME	PARTY	ADDRESS	ATTORNEY
DEUTSCHE BANK	PLAINTIFF	Confidential	GEORGE ADAM F
DOE JANE	DEFENDANT	Confidential	NONE
DOE JOHN	DEFENDANT	Confidential	NONE
MCCARREN NANCY L	DEFENDANT	Confidential	NONE
MCCARREN THOMAS	DEFENDANT	Confidential	NONE
MORTGAGE ELECTRONIC REGISTRATION SYSTEM	DEFENDANT	Confidential	NONE

[Back](#)

Document Information For Case: 07003408CA

For information on how to view or obtain copies of documents, [click here](#).

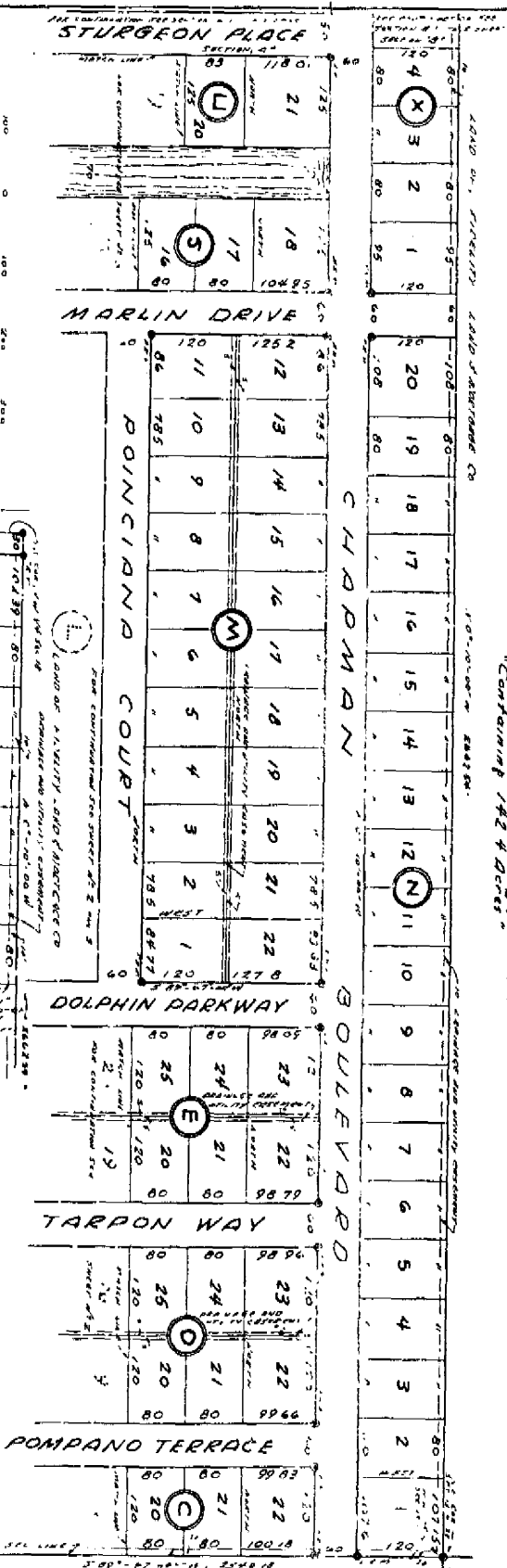
DATE	PAGES	NARRATIVE
10/16/2008	3	SUMMONS RETURNED UNEXECUTED - THOMAS MCCARREN COULD NOT BE FOUND
10/07/2008	1	WRIT OF POSSESSION ISSUED
10/07/2008	1	COVER LETTER TO CLERK FROM ATTORNEY - DAVID J STERN
08/21/2008	1	CERTIFICATE OF TITLE - RECORDED BOOK 3317 PAGE 1592
08/15/2008	1	CERTIFICATE OF TITLE - DEUTSCHE BANK NATIONAL TRUST TO RECORDING
08/15/2008	1	CERTIFICATE OF DISBURSEMENTS - NO MONEY RECEIVED NO MONEY DISBURSED
08/15/2008	1	TRANSMITTAL FORM
07/11/2008	2	CERTIFICATE OF SALE - DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006
07/11/2008	1	BID LOG - \$100.00 DEUTSCHE BANK NATIONAL TRUST
07/11/2008	1	PROOF OF PUBLICATION - NOTICE OF FORECLOSURE SALE
07/11/2008	1	RECEIPT - FORECLOSURE SALE FEE
06/26/2008	4	SUMMARY FINAL JUDGMENT IN/OF FORECLOSURE - RECORDED OR BOOK 3303 PAGES 555 THRU 558
06/24/2008	5	ENVELOPE RETURNED UNSERVED/UNCLAIMED
06/19/2008	1	NOTICE OF FORECLOSURE SALE - 7/11/08 CHARLOTTE SUN 2XS
06/19/2008	1	FAX TRANSMITTAL FORM WITH TRANSMISSION VERIFICATION - NOTICE SALE CHARLOTTE SUN
06/09/2008	4	SUMMARY FINAL JUDGMENT IN/OF FORECLOSURE -- TO RECORDING
06/09/2008	1	COURT MINUTES
06/09/2008	5	ORIGINAL - DOCUMENTS
06/09/2008	1	FINAL DISPOSITION FORM
05/19/2008	1	NOTICE OF HEARING - 6/9/08 @ 9:00 AM
05/19/2008	1	COVER LETTER TO CLERK FROM ATTORNEY
05/19/2008	4	NOTICE OF FILING - AMENDED AFFIDAVIT IN SUPPORT OF PLAINTIFFS MOTION FOR SUMMARY JUDGMENT
05/19/2008	1	COVER LETTER TO CLERK FROM ATTORNEY
05/19/2008	1	NOTICE OF HEARING - 6/9/08 @ 9:00 AM
05/19/2008	1	COVER LETTER TO CLERK FROM ATTORNEY
04/10/2008	1	NOTICE OF DROPPING PARTY - DEFENDANT - RECORDED OR BOOK 3277 PAGE 2070
04/02/2008	1	NOTICE OF DROPPING PARTY - DEFENDANT - TO RECORDING
04/02/2008	1	LETTER FROM - ATTORNEY STERN TO CLERK
04/02/2008	1	LETTER FROM - ATTORNEY STERN TO CLERK
04/02/2008	1	MOTION FOR DEFAULT AND DEFAULT GRANTED - AGAINST THOMAS MCCARREN NANCY L MCCARREN
04/02/2008	1	NON-MILITARY AFFIDAVIT
04/02/2008	9	MOTION FOR SUMMARY - FINAL JUDGMENT OF FORECLOSURE AND TAAXATION OF ATTORNEYS FEES AND COSTS
04/02/2008	1	LETTER FROM - ATTORNEY STERN TO CLERK
11/13/2007	2	SUMMONS RETURNED SERVED - THOMAS MCCARREN 11-3-07
11/13/2007	2	SUMMONS RETURNED SERVED - NANCY L MCCARREN 11-3-07
11/13/2007	2	SUMMONS RETURNED SERVED - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 10-12-07
11/13/2007	2	SUMMONS RETURNED UNEXECUTED - JOHN DOE
11/13/2007	2	SUMMONS RETURNED UNEXECUTED - JANE DOE
10/11/2007	2	NOTICE OF LIS PENDENS - RECORDED OR BOOK 3220 PAGES 1118 THRU 1119
10/11/2007	1	CONFIRMATION LETTER
10/10/2007	1	RECEIPT
10/09/2007	1	SUMMONS ISSUED - MORTGAGE ELECTRONIC REGISTRATION SYSTEM
10/09/2007	1	SUMMONS ISSUED - NANCY L MCCARREN
10/09/2007	1	SUMMONS ISSUED - THOMAS MCCARREN
10/09/2007	1	SUMMONS ISSUED - JANE DOE
10/09/2007	1	SUMMONS ISSUED - JOHN DOE

10/09/2007	27	COMPLAINT - TO FORECLOSE MORTGAGE AND TO ENFORCE LOST LOAN DOCUMENTS
10/09/2007	2	NOTICE OF LIS PENDENS - - TO RECORDING
10/09/2007	1	CIVIL COVER SHEET

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CHARLOTTE PARK

STATE OF FLORIDA
DESCRIPTION: Being a subdivision of the Northwest 1/4 of Sec. 18, Twp. 41 S., Rge. 29 E., Charlotte County, Florida. Containing 142 1/2 Acres.



STATE OF FLORIDA
COUNTY OF CHARLOTTE
CERTIFICATE OF APPROVAL
OF THE BOARD OF COUNTY COMMISSIONERS

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of Charlotte County, Florida, this 2nd day of February, 1957.

Approved:
Paul A. Paul
County Attorney
John F. Quirk
Commissioner, Board of County Commissioners

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CERTIFICATE OF APPROVAL
OF THE COUNTY CLERK

I, J. T. Lomborg, County Clerk of Charlotte County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the laws of Florida pertaining to plats and maps, and that this plat has been filed for record in my office this 2nd day of February, 1957, in accordance with the laws of Florida, this 2nd day of February, 1957.

By County Clerk:
J. T. Lomborg
Charlotte County, Florida

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CERTIFICATE OF SURVEYOR

I, the undersigned registered land surveyor, hereby certify that this plat is a true representation of the land surveyed and shown, to the best of my knowledge and belief, and that all necessary reference monuments have been placed as required by Survey Laws of Florida.

Witness my hand and official seal at Tampa, Florida, this 2nd day of February, 1957.

By Surveyor:
W. A. Brown
Tampa, Florida

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CERTIFICATE OF DEDICATION

I, the undersigned, being a duly qualified and authorized person, do hereby dedicate to the public use all of the streets, alleys, boulevards, parks, courts and drainage easements shown on this plat to the use of the general public forever.

In witness whereof, I have hereunto set my hand and seal this 2nd day of February, 1957.

By Dedicator:
W. A. Brown
Tampa, Florida

STATE OF FLORIDA
COUNTY OF CHARLOTTE
CERTIFICATE OF NOTARY PUBLIC

I, the undersigned Notary Public, personally appeared before me, the undersigned Notary Public, personally known and identified to me, the undersigned Notary Public, and acknowledged to me that he executed the foregoing certificate of dedication, and that each of the acknowledgments were made by the person whose name is subscribed to the same.

Witness my hand and official seal at Tampa, Florida, this 2nd day of February, 1957.

By Notary Public:
W. A. Brown
Tampa, Florida

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY,
FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 073408CA

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR GSAA HOME
EQUITY TRUST 2006-13

PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L.
MCCARREN; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN
NAMED INDIVIDUAL DEFENDANT(S) WHO
ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEWISEES, GRANTEEES OR OTHER
CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS IN
POSSESSION

DEFENDANT(S)

COMPLAINT TO FORECLOSE MORTGAGE
AND TO ENFORCE LOST LOAN DOCUMENTS

Plaintiff, sues the Defendant(s) and alleges:

COUNT I

1. THIS IS AN ACTION to foreclose a Mortgage on real property in CHARLOTTE County, Florida.
2. This Court has jurisdiction over the subject matter herein.
3. On FEBRUARY 14, 2006 THOMAS MCCARREN AND NANCY L. MCCARREN, HUSBAND AND WIFE executed and delivered a Promissory Note and a PURCHASE MONEY Mortgage securing payment of the Note to the Payee named thereon.
4. The Mortgage was recorded on MARCH 3, 2006 in Official Records Book 2918 at page 428 AND RERECORDED JUNE 15, 2007 IN OFFICIAL RECORDS BOOK 3173 AT PAGE 1230, of the Public Records of CHARLOTTE County, Florida, and mortgaged the property described in it, then owned by and possessed by the Mortgagors, a copy of the Mortgage AND NOTE ARE attached hereto as "Exhibit "A". Said mortgage was subsequently assigned to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13 by virtue of an assignment to be recorded.
5. The Plaintiff owns and holds the Note and Mortgage.
6. The property is now owned by the Defendant(s), THOMAS MCCARREN AND NANCY L. MCCARREN, if living and if dead, the unknown spouses, heirs and beneficiaries of THOMAS MCCARREN AND NANCY L. MCCARREN who hold(s) possession.
7. There is a default under the terms of the note and mortgage for the JUNE 1, 2007 payment and all payments due thereafter.
8. All conditions precedent to the acceleration of this Mortgage Note and to foreclosure of the Mortgage have been fulfilled or have occurred.

* C 2 8 4 4 3 7 4 *
07-003408-CA
10/09/07 16:40:02
Filed viol

1238

9. The Plaintiff declares the full amount payable under the Note and Mortgage to be due.
10. The borrowers owe Plaintiff \$140,932.17 that is due in principal on the Mortgage Note and Mortgage, together with interest from MAY 1, 2007, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.
11. Plaintiff is obligated to pay its attorney a reasonable fee for his services rendered.
12. Defendants, John Doe and Jane Doe, may claim an interest in the property described in the Mortgage as tenants pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
13. In addition to all other named defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through under or against any of said defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff.
14. The Defendant(s) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. is joined because they may claim some interest in or lien upon the subject property by virtue of a MORTGAGE recorded in Official Records Book 2918 at Page 448 in CHARLOTTE COUNTY which is inferior to Plaintiff's Mortgage described herein.

WHEREFORE, Plaintiff prays: That an accounting may be had and taken under the direction of this Court of what is due the Plaintiff for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorney's fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit, and that the Defendants found responsible for same be ordered to pay the Plaintiff herein the amounts so found to be due it; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or against said Defendants since the filing of the Lis Pendens herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Plaintiff may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable and only in the event no Order of Discharge of Personal Liability in Bankruptcy has been entered as to any of the Defendants who signed the subject Note and Mortgage and a Writ of Possession be issued.

COUNT II

15. This is an action to enforce a lost, destroyed or stolen promissory note and Mortgage under Fla.Stat. §673.3091.
16. On FEBRUARY 14, 2006, THOMAS MCCARREN AND NANCY L. MCCARREN, HUSBAND AND WIFE, executed and delivered a Promissory Note and a Mortgage securing payment of the Note to the payee named thereon.
17. The Mortgage was recorded on MARCH 3, 2006 in Official Records Book 2918 at page 428 AND RERECORDED JUNE 15, 2007 IN OFFICIAL RECORDS BOOK 3173 AT PAGE 1230, of the Public Records of CHARLOTTE County, Florida, a substantial copy of the Mortgage being attached hereto as composite Exhibit "A" to the Plaintiff's original Complaint herein.

18. The Plaintiff is not presently in possession of the original Note and Mortgage. However,
- a) the Plaintiff was in possession of the Note and Mortgage and was entitled to enforce them when the loss of possession occurred;
 - b) the loss of possession was not the result of a transfer by Plaintiff or lawful seizure; and
 - c) the Plaintiff cannot reasonably obtain possession of the Note and Mortgage because their whereabouts cannot be determined.
19. A copy of the Note is attached hereto as Exhibit "A".
20. The Plaintiff will agree to entry of a Final Judgment of Foreclosure wherein it will be required to indemnify and hold harmless Defendant(s) THOMAS MCCARREN AND NANCY L. MCCARREN, HUSBAND AND WIFE from any loss they may incur by reason of a claim by another person to enforce the lost Note and Mortgage.

WHEREFORE, Plaintiff requests entry of judgment confirming its right to enforce the lost Note and Mortgage under Fla. Stat. §673.3091.

TO ALL DEFENDANTS: PLEASE NOTE EFFECTIVE OCTOBER 13, 2006, 15 U.S.C. §1692G OF THE FAIR DEBT COLLECTION PRACTICES ACT HAS BEEN AMENDED AS FOLLOWS:

(a) LEGAL PLEADINGS -- Section 809 of the Fair Debt Collection Practices Act (15 U.S.C. 1692g) is amended by adding at the end the following new subsection:

"(d) Legal Pleadings -- A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a)."

ADAM F. GEORGE
Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
801 S. University Drive Suite 500
Plantation, FL 33324
(954) 233-8000
Bar #: 635502

07-05548 (ASCF)

BARBARA T. SCOTT, CHARLOTTE COUNTY CLERK OR BOOK 2918, PGS 428-447 20 pg(s)
INSTR # 1522040 Doc Type MTG, Recorded 03/03/2006 at 09:57 AM Mtg Doc:
\$498.40 Intangible: \$284.80 Rec. Fee: \$171.50 Cashier By: MONICAA

Return To:
Opteum Financial Services,
LLC
W115 Century Road, Paramus,
NEW JERSEY 07652

This document was prepared by:

Eileen McKeon-Udris
One Neshaminy Interplex,
Suite 102, Feasterville
Trevose, PENNSYLVANIA 19053

12051658 [Space Above This Line For Recording Data]
Executive Title Insurance Services, Inc. MORTGAGE
150 W McKenzie Street, Suite 112 MIN 100135811151027055
Tallahassee, FL 32301
#1381 PD ★

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 February 14, 2006 together with all Riders to this document.
- (B) "Borrower" is Thomas McCarren and Nancy I McCarren, Husband and Wife

Borrower is the mortgagor 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 mortgagee 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 Opteum Financial Services, LLC

1115102705

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

Form 3010 1/01

VMP 3-SA (FL) (0005) 02

Page 1 of 18

VMP MORTGAGE FORMS - (800)521-7291

LNM1000

Lender is a **Limited Liability Corporation** organized and existing under the laws of **DELAWARE**. Lender's address is **W115 Century Road Paramus, NEW JERSEY 07652**

(E) "Note" means the promissory note signed by Borrower and dated **February 14, 2006**. The Note states that Borrower owes Lender **One Hundred Forty Two Thousand Four Hundred and 00/100** Dollars (U.S. \$ **142,400.00**) plus interest. Borrower has promised to pay this debt in regular **Periodic Payments** and to pay the debt in full not later than **March 01, 2036**

(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]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| | | Legal Description and Prepay Rider |

(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.

1115102705

OR BOOK 2918, Page Number: 430 INSTR # 1522040 Page: 3 of 20

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Charlotte [Name of Recording Jurisdiction]

All that tract or parcel of land with improvements thereon as shown on Exhibit "A" attached hereto which is incorporated herein and made part hereof.

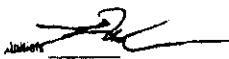
This is a purchase money mortgage being the same premises conveyed to the mortgage herein by a certain deed to be recorded simultaneously herewith.

Being known as 2622 Chapman Boulevard

Parcel ID Number: which currently has the address of
2622 Chapman Boulevard [Street]
Punta Gorda [City], Florida 33950 [Zip Code]
("Property Address"):

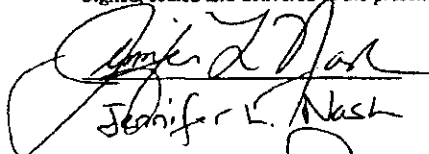
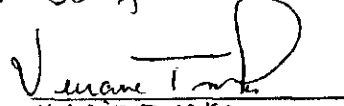
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

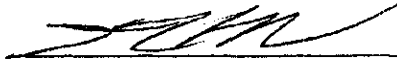
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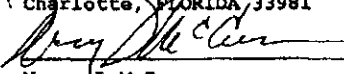


OR BOOK 2918, Page Number: 442 INSTR # 1522040 Page: 15 of 20

BY SIGNING BELOW, 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.
Signed, sealed and delivered in the presence of:


Jennifer L. Nash

VIVIANE TIMKO


Thomas McCarren (Seal)
-Borrower

5235 Early Terrace, Port
Charlotte, FLORIDA, 33981 (Address)

Nancy L. McCarren (Seal)
-Borrower

5235 Early Terrace Port
Charlotte, FL 33981 (Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

1115102705

OR BOOK 2918, Page Number: 443 INSTR # 1522040 Page: 16 of 20

STATE OF FLORIDA, *Charlotte* County ss:
The foregoing instrument was acknowledged before me this February 14, 2006 by
Thomas McCarren, Nancy L McCarren

who is personally known to me or who has produced *A Driver license* as identification.

Viviane Timko

Notary Public



[Signature]

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Optimum Financial Services, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2622 Chapman Boulevard
Punta Gorda, FL 33950

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against fire and theft in addition to the other hazards for which insurance is required by Section 5.
1115102705

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.
(800)521-7291

OR BOOK 2918, Page Number: 445 INSTR # 1522040 Page: 18 of 20

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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Page 2 of 3

Initialed: 

Form 3170 1/01

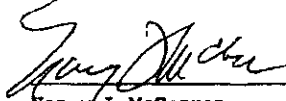
OR BOOK 2918, Page Number: 446 INSTR # 1522040 Page: 19 of 20

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Thomas McCarren

(Seal)
-Borrower



Nancy L McCarren

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1115102705

57R (0411)

Page 3 of 3

Form 3170 1/01

OR BOOK 2918, Page Number: 447 INSTR # 1522040 Page: 20 of 20

EXHIBIT A

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

only:
Lot 20, Block M
Charlotte Park
PB 3 - 90

NOTE

February 14, 2006
[Date]

Punta Gorda
[City]

FL
[State]

2622 Chapman Boulevard, Punta Gorda, FLORIDA 33950

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 142,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Opteum Financial Services, LLC

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.750%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on April 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 200010, Kennesaw, GA 30156-9246 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,020.18 .

4. BORROWER'S RIGHT TO PREPAY

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

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

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FLORIDA FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N(FL) (0005) Form 3210 1/01
VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials 

* LNN1000 *

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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USMP - 5N (FL) (0005)

Page 2 of 3

Form 3210 4/01

Initials

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

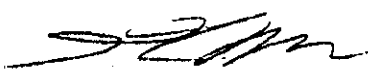
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

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

11. DOCUMENTARY TAX

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

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



(Seal)
Thomas McCarren -Borrower



(Seal)
Nancy L. McCarren -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

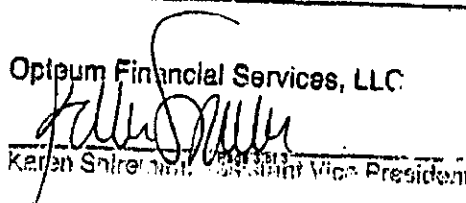
(Seal)
-Borrower

(Seal)
-Borrower

Without recourse, pay to the order of:

[Sign Original Only]

Optimum Financial Services, LLC


Karan Shirohani, Assistant Vice President

1115102705

100135811151027055

IMP -5N(FI) (0005)

Form 3210 1/01

Loan Number: 1115102705

PREPAYMENT NOTE ADDENDUM
(Multi-State)

This Prepayment Note Addendum is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") made by the undersigned (the "Borrower") to evidence indebtedness to Opteum Financial Services, LLC (the "Lender"), which debt is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 2622 Chapman Boulevard, Punta Gorda, FLORIDA 33950 Charlotte (the "Property").

Additional Covenants Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender covenant, and agree, that the provisions of the section of the Note entitled "BORROWER'S RIGHT TO PREPAY" are amended to read as follows:

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

I/We have the right to make payments of principal at any time before they are due. The payment of principal only is known as a "prepayment". When I/We make a prepayment, I/We will tell the Note Holder in writing that I/We am/are doing so. If, within the first 36 months following the date of the Note and the Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to 6 months advance interest on the amount of any prepayment that when added to all other amounts prepaid during the twelve (12) month period preceding the date of any prepayment, exceeds twenty percent (20%) of the original principal amount of the Note.

Notwithstanding the foregoing, if within the first six (6) months following the date of the Note and Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder the prepayment charge described above. Thereafter, only in the event of a Full Prepayment concurrent with a bona fide sale of the Property to an unrelated third party shall no Prepayment penalty be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

No prepayment penalty will be assessed for any prepayment made after the first 36 months of the Note term.

The Note Holder will apply all prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a Partial Prepayment, there will be no change in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

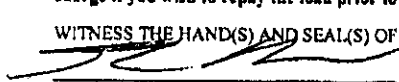
If my Note is an Adjustable Rate Note, Partial Prepayments may reduce the amount of my monthly payment after the first interest rate Change Date following the Partial Prepayment. However, any reduction due to my Partial Prepayment may be offset by an interest rate increase.

The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be payable on demand.


All other provisions of the Note are unchanged and remain in full force and effect.
NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a Prepayment charge if you wish to repay the loan prior to the date provided for repayment in the Note.

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



Thomas McCarron (Seal)



Nancy L. McCarron (Seal)

(Seal)

(Seal)

Return To:
Opteum Financial Services,
LLC
W115 Century Road, Paramus,
NEW JERSEY 07652

This document was prepared by:

Eileen McKeon-Udris
One Neshaminy Interplex,
Suite 102, Feasterville
Trevose, PENNSYLVANIA 19053

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 2918, PGS 428-447 20 pg(s)
INSTR # 1522040
Doc Type MTG, Recorded 03/03/2008 at 09:57 AM
Mtg Doc: \$496.40 Intangible: \$284.80 Rec. Fee: \$171.50
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2051658
Executive Title Insurance Services, Inc.
150 W. McKenzie Street, Suite 112
Ft. Lauderdale, FL 33350

MORTGAGE

MIN 100135811151027055

u A
u PB JT
X
★

* THIS MORTGAGE IS BEING RERECORDED TO INCLUDE PREPAYMENT RIDER

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 February 14, 2006 together with all Riders to this document.
- (B) "Borrower" is Thomas McCarren and Nancy L McCarren, Husband and Wife

Borrower is the mortgagor 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 mortgagee 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 Opteum Financial Services, LLC

1115102705

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

Form 3010 1/01

VMP -6A(FL) (0005).02

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Initials

VMP MORTGAGE FORMS - (800)521-7291

* LNM1000 *

20

Lender is a **Limited Liability Corporation** organized and existing under the laws of **DELAWARE**. Lender's address is **W115 Century Road Paramus, NEW JERSEY 07652**

(E) "Note" means the promissory note signed by Borrower and dated **February 14, 2006**. The Note states that Borrower owes Lender **One Hundred Forty Two Thousand Four Hundred and 00/100** Dollars (U.S. \$ **142,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 01, 2036**

(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]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
- Legal Description and Prepay Rider**

(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.

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 -6A (FL) (0005).02

Initials:  Form 3010 1/01

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Charlotte [Name of Recording Jurisdiction]

All that tract or parcel of land with improvements thereon as shown on Exhibit "A" attached hereto which is incorporated herein and made part hereof.

This is a purchase money mortgage being the same premises conveyed to the mortgage herein by a certain deed to be recorded simultaneously herewith.

Being known as 2622 Chapman Boulevard

Parcel ID Number: 2622 Chapman Boulevard Punta Gorda ("Property Address"): which currently has the address of [Street] (City), Florida 33950 [Zip Code]

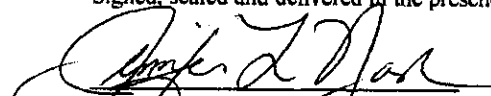
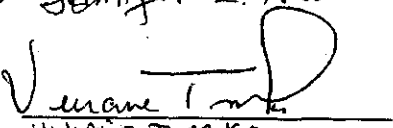
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

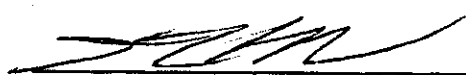
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FORM 3010-6A(FL) (0005) 02

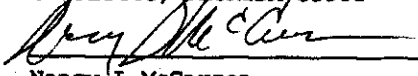
Initials:  Form 3010 1/01

BY SIGNING BELOW, 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.
Signed, sealed and delivered in the presence of:


Jennifer L. Nash

VIVIANE TIMKO


Thomas McCarren (Seal)
-Borrower

5235 Early Terrace, Port
Charlotte, FLORIDA, 33981 (Address)


Nancy L. McCarren (Seal)
-Borrower

5235 Early Terrace Port
Charlotte, FL 33981 (Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

1115102705

VMP-6A(FL) (0005) 02

Page 15 of 16

Form 3010 1/01

STATE OF FLORIDA, *Charlotte* County ss:
The foregoing instrument was acknowledged before me this **February 14, 2006** by
Thomas McCarren, Nancy L McCarren

who is personally known to me or who has produced *FL Driver License* as identification.

Viviane Timko

Notary Public



1115102705

 -6A(FL) (0005).02

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[Signature]
Initials **Form 3010 1/01**

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Opteum Financial Services, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2622 Chapman Boulevard
Punta Gorda, FL 33950

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against fire and theft in addition to the other hazards for which insurance is required by Section 5.

1115102705

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.
(800)521-7291

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.


Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.


1115102705

57R (0411)

Page 2 of 3

Initials: 
Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



Thomas McCarren (Seal)
-Borrower



Nancy L. McCarren (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1115102705

-57R (0411)

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Form 3170 1/01

EXHIBIT A

Lots 20 and 21, Block M, CHARLOTTE PARK, according to the plat thereof as recorded in Plat Book 3, Pages 90A through 90C, inclusive, of the Public Records of Charlotte County, Florida

PREPAYMENT RIDER
(Multi-State)

This Prepayment Rider is made this 14th day of February, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Opteum Financial Services, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at 2622 Chapman Boulevard, Punta Gorda, FLORIDA 33950 Charlotte (the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A full prepayment" is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment."

I/We have the right to make payments of principal at any time before they are due. The payment of principal only is known as a "prepayment". When I/We make a prepayment, I/We will tell the Note Holder in writing that I/We am/are doing so. If, within the first 36 months following the date of the Note and the Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to 6 months advance interest on the amount of any prepayment that when added to all other amounts prepaid during the twelve (12) month period preceding the date of any prepayment, exceeds twenty percent (20%) of the original principal amount of the Note.

Notwithstanding the foregoing, if within the first six (6) months following the date of the Note and Security Instrument I/We make a full prepayment or partial prepayment(s), I/We will at the same time pay to the Note Holder the prepayment charge described above. Thereafter, only in the event of a Full Prepayment concurrent with a bona fide sale of the Property to an unrelated third party shall no Prepayment penalty be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

PPRIDER / 99PPRIDER*(111999.Rev(1003))
PPRIDER.uff


page 1 of 2

Loan Number: 1115102705

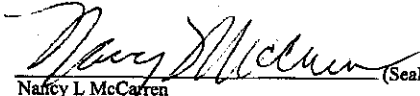


No prepayment penalty will be assessed for any prepayment made after the first 36 months of the Note term.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.



Thomas McCarren (Seal)



Nancy L. McCarren (Seal)

(Seal) _____ (Seal)

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
 CIRCUIT, IN AND FOR CHARLOTTE COUNTY, FLORIDA
 GENERAL JURISDICTION DIVISION
 CASE NO: 07-3408-CA

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
 TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13
 PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L. MCCARREN; ANY AND
 ALL UNKNOWN PARTIES CLAIMING BY, THROUGH,
 UNDER, AND AGAINST THE HEREIN NAMED
 INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO
 BE DEAD OR ALIVE, WHETHER SAID UNKNOWN
 PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS,
 DEVISEES, GRANTEEES OR OTHER CLAIMANTS;
 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
 INC.; JOHN DOE AND JANE DOE AS UNKNOWN TENANTS
 IN POSSESSION,
 DEFENDANT(S)



SUMMARY FINAL JUDGMENT IN FORECLOSURE

THIS CAUSE having come to be heard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affidavits filed herein, and the Court being fully advised in the premises, it is hereby **ORDERED**:

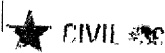
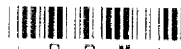
1. The Plaintiff's Motion for Summary Final Judgment is **GRANTED**.
2. There is due to the Plaintiff the following:

Principal due on the note secured by the Mortgage foreclosed:	\$140,932.17
Interest on the Note and Mortgage from MAY 1, 2007 to SEPTEMBER 11, 2009	\$25,884.25
Per diem interest at \$29.92 from SEPTEMBER 12, 2009 through DECEMBER 16, 2009	\$2,872.32
Late Charges	\$306.06
Inspections Conducted on Property	\$1,266.56
Ad Valorem Taxes	\$4,007.35
Hazard Insurance Premiums	\$5,174.05
Appraisal(s)	\$585.00
COSTS:	
Filing Fee	\$255.00
Service of Process	\$1,350.00
Abstracting	\$325.00
Service/Mail Required by Law	\$16.50
Title Update Charges	\$75.00

SUBTOTAL \$183,049.26

Attorney's fees based upon 8.7 hours at \$150.00 per hour in the amount of: \$1,305.00

TOTAL \$184,354.26



DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSA HOME EQUITY TRUST 2006-13 vs. MCCARREN, ET AL.
CASE NO: 07-3408-CA

3. A lien is held by the Plaintiff whose address is C/O AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BOULEVARD, FORT MILL, SC 29715 for the total of the Final Judgment sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants. The lien encumbers the following described property in CHARLOTTE County, Florida, to-wit:

LOT 20 AND 21, BLOCK M, CHARLOTTE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90A THROUGH 90C, INCLUSIVE, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
5. The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk out of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.
6. The Clerk shall sell the Property at public sale to the highest bidder for cash, except as set forth hereinafter, on March 18 2010 at 11:00 A.M. at www.charlotte.realforeclose.com in accordance with Chapter 45, Florida Statutes. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title
7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff shall be increased by the amount of such advances without further order of the Court.
8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.
9. Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
 - a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSA HOME EQUITY TRUST 2006-13 vs. MCCARREN, ET AL
CASE NO: 07-3408-CA

- the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of the State documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.
- b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.
 - c. The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 9(a) and 9(b) shall be retained by the Clerk of this Court pending further order of this Court.
 10. Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.
 11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
 12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue a Writ of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 2622 CHAPMAN BLVD, PUNTA GORDA, FL 33950.
 13. In the event the Plaintiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
 14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).
 15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSA HOME EQUITY TRUST 2006-13, c/o David J. Stern, P.A. Trust Account.**
 16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original loan documents filed with the Court to counsel of record for Plaintiff.

NOTICE PURSUANT TO FLORIDA STATUTES § 45.031

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-13 vs. MCCARREN, ET AL
CASE NO. 07-3408-CA

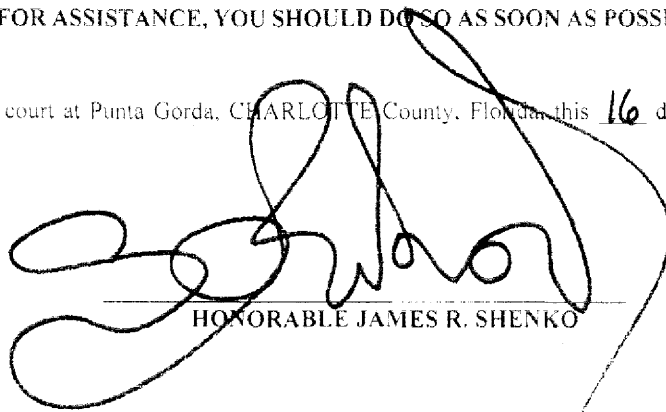
IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR CHARLOTTE COUNTY, TELEPHONE NUMBER (941) 637-2238, CLERK OF COURT OF CHARLOTTE COUNTY, 350 EAST MARION AVENUE, PUNTA GORDA, FLORIDA 33950. WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT FLORIDA RURAL LEGAL SERVICES, (941) 505-9007, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT FLORIDA RURAL LEGAL SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in open court at Punta Gorda, CHARLOTTE County, Florida, this 16 day of

Dec 20 09.



HONORABLE JAMES R. SHENKO

Copies furnished to:

ROBYN R. KATZ, ESQUIRE
LAW OFFICES OF DAVID J. STERN, P.A.
900 SOUTH PINE ISLAND ROAD, SUITE 400
PLANTATION, FLORIDA 33324-3920

THOMAS MCCARREN
NANCY L. MCCARREN
287 S OLD MAIL ROAD
CROSSVILLE, TN 38572

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O CORPORATE COUNSEL
1595 SPRING HILL ROAD, SUITE 310
VIENNA, VA 22182

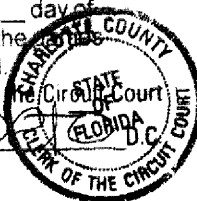
07-05548

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this 11 day of Jan 2010 to the

at the address(s) indicated BARBARA T. SCOTT, Clerk of the Circuit Court

BY: [Signature]



37.80

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL
CIRCUIT, IN AND FOR CHARLOTTE COUNTY, FLORIDA

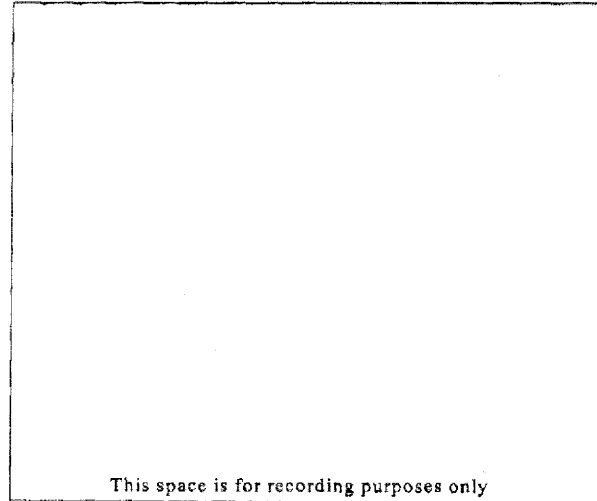
GENERAL JURISDICTION DIVISION
CASE NO: 07-3408-CA

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR GSAA HOME EQUITY TRUST
2006-13

PLAINTIFF

VS.

THOMAS MCCARREN; NANCY L. MCCARREN;
ANY AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL DEFENDANT(S)
WHO ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEWISEES, GRANTEES OR OTHER CLAIMANTS;
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.; JOHN DOE AND JANE DOE AS
UNKNOWN TENANTS IN POSSESSION
DEFENDANT(S)



This space is for recording purposes only

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07-003408-CA
04/02/10 15:28:55
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CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on March 18, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in CHARLOTTE County, Florida:

LOT 20 AND 21, BLOCK M, CHARLOTTE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 3, PAGES 90A THROUGH 90C, INCLUSIVE, OF THE PUBLIC RECORDS OF
CHARLOTTE COUNTY, FLORIDA.

was sold to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY
TRUST 2006-13
C/O AMERICA'S SERVICING COMPANY
3476 STATEVIEW BOULEVARD, FORT MILL, SC 29715

WITNESS my hand and the seal of this Court on April 2, 2010.

(SEAL)

BARBARA T. SCOTT
CLERK OF CIRCUIT COURT

BY: Kravisu B. White
DEPUTY CLERK

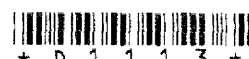


This document prepared by:

THE LAW OFFICES OF DAVID J. STERN, P.A.
900 South Pine Island Road Suite 400
Plantation, FL 33324-3920
07-05548 (ASCF)

IMAGED

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Civil
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Charlotte County Tax Collector

generated on 5/25/2010 5:11:12 AM EDT

Tax Record

Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 5/25/2010 5:08:49 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
412318105003	REAL ESTATE	2009			
Mailing Address DEUTSCHE BANK NAT TR CO TRUSTE %AMERICA'S SERVICING CO 3476 STATEVIEW BLVD FT MILL SC 29715		Property Address 2622 CHAPMAN BLVD CC Old Acct Number 0077594-000000-0			
Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail NO EXEMPTIONS	Millage Code 104	Escrow Code 000078			
Legal Description (click for full description) 2622 CHAPMAN BLVD CPK 000 000M 0020 CHARLOTTE PARK BLK M LT 20 89/711 148/1 1 380/886 1342/214 1645/253 2109/1151 2205/42 4 2214/06 CD2918/422 CD2918/424 2918/427 CT3317/1592					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	58,649	0	\$58,649	\$255.33
CAPITAL PROJECTS	1.2654	58,649	0	\$58,649	\$74.21
COUNTY HEALTH UNIT	0.0907	58,649	0	\$58,649	\$5.32
ENVIRONMENTALLY SENSITIVE LAN	0.2000	58,649	0	\$58,649	\$11.73
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	58,649	0	\$58,649	\$22.67
PEACE RIVER BASIN	0.1827	58,649	0	\$58,649	\$10.72
WEST COAST INLAND NAVIGATION	0.0394	58,649	0	\$58,649	\$2.31
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	58,649	0	\$58,649	\$107.19
GREATER CHARLOTTE LIGHTING	0.2387	58,649	0	\$58,649	\$14.00
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.8590	58,649	0	\$58,649	\$284.98
DISCRETIONARY	0.9980	58,649	0	\$58,649	\$58.53
CAPITAL OUTLAY	1.5000	58,649	0	\$58,649	\$87.97
Total Millage		15.9417	Total Taxes		\$934.96
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
MCSA	CHARLOTTE CNTY SANITATION UNIT	\$148.04			
MGD1	CHARLOTTE CO FIRE RESCUE DEPT	\$150.71			

MPG1	PUNTA GORDA (NU) ST&DR - MAINT	\$92.78
MSSU	SOU CHARLOTTE STORMWATER UTIL.	\$6.15
Total Assessments		\$397.68
Taxes & Assessments		\$1,332.64
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/18/2009	PAYMENT	9727908.0001	2009	\$1,279.33

Prior Years Payment History

Prior Year Taxes Due	
NO DELINQUENT TAXES	

Charlotte County Tax Collector

generated on 5/25/2010 5:11:44 AM EDT

Tax Record

Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 5/25/2010 5:09:21 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
412318105003	REAL ESTATE	2008			
Mailing Address DEUTSCHE BANK NAT TR CO TRUSTE %AMERICA'S SERVICING CO 3476 STATEVIEW BLVD FT MILL SC 29715		Property Address 2622 CHAPMAN BLVD CC Old Acct Number 0077594-000000-0			
Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	104	000078			
Legal Description (click for full description)					
2622 CHAPMAN BLVD CPK 000 000M 0020 CHARLOTTE PARK BLK M LT 20 89/711 148/1 1 380/886 1342/214 1645/253 2109/1151 2205/42 4 2214/06 CD2918/422 CD2918/424 2918/427 CT3317/1592					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	76,785	0	\$76,785	\$334.29
CAPITAL PROJECTS	1.2654	76,785	0	\$76,785	\$97.16
COUNTY HEALTH UNIT	0.0907	76,785	0	\$76,785	\$6.96
ENVIRONMENTALLY SENSITIVE LAN	0.2000	76,785	0	\$76,785	\$15.36
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	76,785	0	\$76,785	\$29.68
PEACE RIVER BASIN	0.1827	76,785	0	\$76,785	\$14.03
WEST COAST INLAND NAVIGATION	0.0394	76,785	0	\$76,785	\$3.03
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	76,785	0	\$76,785	\$140.34
GREATER CHARLOTTE LIGHTING	0.1925	76,785	0	\$76,785	\$14.78
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.0210	76,785	0	\$76,785	\$308.75
DISCRETIONARY	0.5890	76,785	0	\$76,785	\$45.23
CAPITAL OUTLAY	1.7500	76,785	0	\$76,785	\$134.37
Total Millage		14.8985	Total Taxes		\$1,143.98
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
MCSA	CHARLOTTE CNTY SANITATION UNIT	\$148.04			
MFD1	CHARLOTTE CO FIRE RESCUE DEPT	\$169.34			

MPG1	PUNTA GORDA (NU) ST&DR - MAINT	\$92.78
MSSU	SOU CHARLOTTE STORMWATER UTIL.	\$6.15
Total Assessments		\$416.31
Taxes & Assessments		\$1,560.29
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/19/2008	PAYMENT	9722390.0001	2008	\$1,497.88

Prior Years Payment History

Charlotte County Tax Collector

generated on 5/25/2010 5:14:20 AM EDT

Tax Record

Note: All delinquent taxes must be paid via certified funds, Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 5/25/2010 5:11:57 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
412318105002	REAL ESTATE	2009			
Mailing Address MCCARREN THOMAS & NANCY L 5235 EARLY TER PORT CHARLOTTE FL 33981		Property Address 2614 CHAPMAN BLVD CC Old Acct Number 0077594-000100-0			
Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	104	000078			
Legal Description (click for full description)					
2614 CHAPMAN BLVD CPK 000 000M 0021 CHARLOTTE PARK SEC 2 BLKM LT21 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2 205/424 2214/06 CD2918/422 CD2918/424 2918 /427					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	6,530	0	\$6,530	\$28.43
CAPITAL PROJECTS	1.2654	6,530	0	\$6,530	\$8.26
COUNTY HEALTH UNIT	0.0907	6,530	0	\$6,530	\$0.59
ENVIRONMENTALLY SENSITIVE LAN	0.2000	6,530	0	\$6,530	\$1.31
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	6,530	0	\$6,530	\$2.53
PEACE RIVER BASIN	0.1827	6,530	0	\$6,530	\$1.19
WEST COAST INLAND NAVIGATION	0.0394	6,530	0	\$6,530	\$0.26
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	6,530	0	\$6,530	\$11.93
GREATER CHARLOTTE LIGHTING	0.2387	6,530	0	\$6,530	\$1.56
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.8590	6,530	0	\$6,530	\$31.73
DISCRETIONARY	0.9980	6,530	0	\$6,530	\$6.52
CAPITAL OUTLAY	1.5000	6,530	0	\$6,530	\$9.79
Total Millage		15.9417	Total Taxes		\$104.10
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
MFD1	CHARLOTTE CO FIRE RESCUE DEPT				\$64.20

Charlotte County Tax Collector

generated on 5/25/2010 5:14:20 AM EDT

Tax Record

Note: All delinquent taxes must be paid via certified funds. Cashier's Checks, Money Orders, Cash and approved Credit Cards are the only methods of payment accepted on delinquent accounts.

Last Update: 5/25/2010 5:11:57 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
412318105002	REAL ESTATE	2009			
Mailing Address MCCARREN THOMAS & NANCY L 5235 EARLY TER PORT CHARLOTTE FL 33981		Property Address 2614 CHAPMAN BLVD CC Old Acct Number 0077594-000100-0			
Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	104	000078			
Legal Description (click for full description)					
2614 CHAPMAN BLVD CPK 000 000M 0021 CHARLOTTE PARK SEC 2 BLKM LT21 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2 205/424 2214/06 CD2918/422 CD2918/424 2918 /427					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	6,530	0	\$6,530	\$28.43
CAPITAL PROJECTS	1.2654	6,530	0	\$6,530	\$8.26
COUNTY HEALTH UNIT	0.0907	6,530	0	\$6,530	\$0.59
ENVIRONMENTALLY SENSITIVE LAN	0.2000	6,530	0	\$6,530	\$1.31
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	6,530	0	\$6,530	\$2.53
PEACE RIVER BASIN	0.1827	6,530	0	\$6,530	\$1.19
WEST COAST INLAND NAVIGATION	0.0394	6,530	0	\$6,530	\$0.26
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	6,530	0	\$6,530	\$11.93
GREATER CHARLOTTE LIGHTING	0.2387	6,530	0	\$6,530	\$1.56
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.8590	6,530	0	\$6,530	\$31.73
DISCRETIONARY	0.9980	6,530	0	\$6,530	\$6.52
CAPITAL OUTLAY	1.5000	6,530	0	\$6,530	\$9.79
Total Millage		15.9417	Total Taxes		\$104.10
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
MGD1	CHARLOTTE CO FIRE RESCUE DEPT	\$64.20			

MPG1	PUNTA GORDA (NU) ST&DR - MAINT	\$98.25
MSSU	SOU CHARLOTTE STORMWATER UTIL.	\$5.59
Total Assessments		\$168.04
Taxes & Assessments		\$272.14
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/18/2009	PAYMENT	9727907.0001	2009	\$261.25

Prior Years Payment History

Prior Year Taxes Due	
NO DELINQUENT TAXES	

Charlotte County Tax Collector

generated on 5/25/2010 5:16:18 AM EDT

Tax Record

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Last Update: 5/25/2010 5:13:55 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
412318105002	REAL ESTATE	2008			
Mailing Address MCCARREN THOMAS & NANCY L 5235 EARLY TER PORT CHARLOTTE FL 33981		Property Address 2614 CHAPMAN BLVD CC Old Acct Number 0077594-000100-0			
Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	104	000078			
Legal Description (click for full description)					
2614 CHAPMAN BLVD CPK 000 000M 0021 CHARLOTTE PARK SEC 2 BLKM LT21 89/711 148/11 380/886 1342/214 1645/253 2109/1151 2 205/424 2214/06 CD2918/422 CD2918/424 2918 /427					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CHARLOTTE COUNTY					
COUNTY GENERAL FUND	4.3535	16,129	0	\$16,129	\$70.22
CAPITAL PROJECTS	1.2654	16,129	0	\$16,129	\$20.41
COUNTY HEALTH UNIT	0.0907	16,129	0	\$16,129	\$1.46
ENVIRONMENTALLY SENSITIVE LAN	0.2000	16,129	0	\$16,129	\$3.23
SOUTHWEST FL WATER MANAGEMENT					
SOUTHWEST FL WATER	0.3866	16,129	0	\$16,129	\$6.23
PEACE RIVER BASIN	0.1827	16,129	0	\$16,129	\$2.95
WEST COAST INLAND NAVIGATION	0.0394	16,129	0	\$16,129	\$0.64
CHARLOTTE PUBLIC SAFETY UNIT	1.8277	16,129	0	\$16,129	\$29.48
GREATER CHARLOTTE LIGHTING	0.1925	16,129	0	\$16,129	\$3.10
CHARLOTTE COUNTY SCHOOL BOARD					
COUNTY SCHOOL BOARD	4.0210	16,129	0	\$16,129	\$64.85
DISCRETIONARY	0.5890	16,129	0	\$16,129	\$9.50
CAPITAL OUTLAY	1.7500	16,129	0	\$16,129	\$28.23
Total Millage		14.8985	Total Taxes		\$240.30
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
MFD1	CHARLOTTE CO FIRE RESCUE DEPT				\$72.13
MPG1	PUNTA GORDA (NU) ST&DR - MAINT				\$98.25

MSSU	SOU CHARLOTTE STORMWATER UTIL.	\$5.59
Total Assessments		\$175.97
Taxes & Assessments		\$416.27
If Paid By	Amount Due	
	\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
11/19/2008	PAYMENT	9722389.0001	2008	\$399.62

Prior Years Payment History