UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

FINANCE OF AMERICA REVERSE, LLC.,

CIVIL ACTION NO.:

Plaintiff

VS.

IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO; UNITED STATES OF AMERICA,

Defendant(s)

MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, FINANCE OF AMERICA REVERSE, LLC., by the undersigned attorney brings this against the Defendants named in the above style action, and for its cause of action alleges and states the following:

STATEMENT OF JURISDICTION

- 1. Jurisdiction of this court lies in diversity of citizenship and the amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S. Code § 1332.
- 2. Plaintiff is **FINANCE OF AMERICA REVERSE**, **LLC**, formerly known as URBAN FINANCIAL OF AMERICA, LLC a limited liability company duly organized under the laws of the state of Delaware with its principle place of business in Oklahoma. See composite **Exhibit I**.
- 3. Defendant, IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO; is a resident of the Commonwealth of Puerto Rico.

4. Defendant, UNITED STATES OF AMERICA, is made a named party pursuant to 28 U.S. Code 2410(a)(2) and section 7425 (a) (a) of Title 26 (26 USC sec 7425). It is a requirement to include the United States as a defendant in any foreclosure where the property is affected by a junior lien in favor of the United States of America or any of its agencies.

FORECLOSURE OF MORTGAGE

- 5. This is an action to foreclose a mortgage on the following real property located in LOT 255 LOS MANGOES STREET, MARIA COMM, AÑASCO, PR 00610, described herein:
 - ---RÚSTICA: PARCELA MARCADO CON EL NÚMERO DOSCIENTOS CINCUENTICINCO EN EL PLAN DE PARCELACIÓN DE LA COMUNIDAD RURAL "MARÍA" DEL BARRIO MARÍA DEL TÉRMINO MUNICIPAL DE AÑASCO, PUERTO RICO, CON UNA CABIDA SUPERFICIAL DE CERO CUERDAS CON DOS MIL TRESCIENTOS SESENTIDOS DIEZ MILÉSIMAS DE OTRA, EQUIVALENTE A NOVECIENTOS VEINTIOCHO PUNTO CUARENTA Y CINCO METROS CUADRADOS. EN LINDES: POR EL NORTE, CON LA CALLE NÚMERO DIEZ DE LA COMUNIDAD; POR EL SUR, CON TERRENOS PROPIEDAD DE DON WALDEMAR BRAVO; POR EL ESTE, CON LA PARCELA NÚMERO DOSCIENTOS CINCUENTISEIS DE LA COMUNIDAD Y POR EL OESTE, CON LA PARCELA NÚMERO DOSCIENTOS CINCUENTICUATRO DE LA COMUNIDAD.------
 - --- The Property is recorded at Mobile volume 38 of Añasco, in the Registry of Property of Puerto Rico, Section Mayaguez, property number 9,858.----
- 6. On August 26, 2011, for value received, IGNACIO FELICIANO

 MARTINEZ A/K/A IGNACIO FELICIANO (hereinafter referred to as the "Borrowers") executed and delivered a mortgage note payable to SENIOR MORTGAGE BANKERS, INC., or its order, for

the principal amount of \$139,500.00, with interest at 5.060%, (the "Note"), and as security therefore, on the same date constituted mortgage, pursuant to deed number 739, issued in Guaynabo, Puerto Rico, before notary Maria G. Chévere Mouriño, presented and pending review at Entry 342 of Daily Book 748 of Añasco, Registry of the Property of Puerto Rico, Section of Mayaguez. A copy of said Note and Mortgage is attached hereto and incorporated herein by reference as Exhibit I, Exhibit II and Exhibit III, respectively.

- 7. Plaintiff is the holder with right to enforce the Note pursuant to Section 2-301(i) of Act No. 208 of August 17, 1995, as amended and Art. 91 of Act No. 210 of December 8, 2015.
- 8. IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO is the record owner(s) of the mortgaged property according to the registry of property of Puerto Rico and Plaintiffs best knowledge and belief. Title was vested on him pursuant to Deed No. 62 executed on December 21, 2015, before notary María de los Angeles Carrillo Vazquez and recorded under Law 216 of December 27, 2010.
- 9. It was expressly stipulated that if any one or more of the terms and conditions of the Mortgage were not fulfilled, the whole outstanding balance of the debt would be declared to be

immediately due and payable.

- 10. Plaintiff declares the full amount payable under the note and mortgage to be due, pursuant to Section 9 of the fifth Paragraph of the subject mortgage, which states:
 - "9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) A Borrower dies and the Property is not the principle residence of at least one surviving Borrower; or
 - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).
 - (b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal

residence of at least one other Borrower; or

- (iii) An obligation of the Borrower under the Security Instrument is not performed.
- 11. IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO ceased occupying the subject property for reasons other than death and the property is not the principal residence of at least one other borrower. The Secretary of Housing and Urban Development approved this occurrence as grounds for acceleration of the debt on or about March 15, 2017.
- 12. As of September 27, 2017, Plaintiff is due \$89,898.36 as principal on the Note and Mortgage, and interest and other costs pursuant to the terms of the Note and Mortgage.
- 13. Plaintiff is also due attorney's fees as stated on the note and mortgage incorporated herein by reference.
- 14. All conditions precedent to the maintenance of this action have been performed, excused, waived or have otherwise occurred.
- 15. Defendant, UNITED STATES OF AMERICA has a lien upon the Property subject to this action by virtue of SECOND MORTGAGE securing a note in favor of The Secretary of Housing and Urban Development., or its order, pursuant to Deed No. 740 executed on August 26, 2011 before notary before notary Maria G. Chévere Mouriño, presented and pending review at Entry 342 of Daily Book 748 of Añasco, Registry of the Property of Puerto

Rico, Section of Mayaguez, but such interest is junior, inferior and subordinate to the interest of Plaintiff.

UNJUST ENRICHMENT

- 16. The Plaintiff re-alleges and reaffirms the allegations in all paragraphs above, and incorporates same as though fully set forth herein.
- 17. On August 26, 2011, for value received, IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO executed and delivered a mortgage note payable to the payee named therein, the Plaintiff's predecessor in interest. The Plaintiff's predecessor in interest disbursed the loan proceeds to the Defendant in consideration of said mortgage.
- 18. Pursuant to the terms of the mortgage, Plaintiff's remedy in the event of default is limited to the proceeds of the sale of the aforementioned property. The subject mortgage deed has been presented and is at this time pending inscription at the Property Registry.
- 19. Accordingly, Plaintiff is pursuing this action without the subject mortgage deed being recorded as the Defendant would be unjustly enriched if Plaintiff was unable to pursue an action against the Defendant for being in default and having conferred the subject mortgage proceeds to the Defendant.
- 20. The Defendant, IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO, lacks any just cause that would justify the retention

of the benefit conferred.

21. There exists no legal precept that would preclude the application of the theory of unjust enrichment in this case and it would be inequitable for the Defendant, IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO, to retain the benefit conferred.

WHEREFORE, Plaintiff, FINANCE OF AMERICA REVERSE, LLC., prays this Court grant relief as follows:

- A. Determine the amount due Plaintiff pursuant to the Note and Mortgage;
- B. Award Plaintiff any sums paid to protect its security, including interests, expenses, costs, late charges and attorney's fees and costs, to the fullest extent allowed by law;
- C. Foreclose the mortgage and sell the Property securing the indebtedness at public auction and the money due to Plaintiff be paid from the proceeds of the sale to satisfy Plaintiff's mortgage lien, if the sums due Plaintiff under the Note and Mortgage are not paid immediately;
- D. Foreclose and forever bar the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and

foreclosed;

- E. Retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession, if borrower(s) has not been discharged in bankruptcy; and
- F. Grant such other relief as may be just and equitable in the circumstances.

RESPECTFULLY SUBMITTED.

This 28th day of September, 2017.

ROBERTSON ANSCHUTZ & SCHNEID, P.L.

/s/ Andrés Sáez Marrero USDC-PR: 229802 Attorneys for Plaintiff Primary E-Mail Address: PRService@rasflaw.com P.O Box 191267 San Juan, PR 00919

Telephone: 561-241-6901 Facsimile: 561-997-6909

Case 3:17-cv-02225- [AND 12 octoment SHIE Head 09/29/17 Page 1 of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

FINANCE OF AMERICA REVERSE, LLC.

(b) County of Residence of First Listed Plaintiff Tulsa, OK, US (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO; UNITED STATES OF AMERICA;

County of Residence of First Listed Defendant Añasco, Puerto Rico (IN U.S. PLAINTIFF CASES ONLY) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attornevs (If Known)

	(c)	Attorneys (Firm Name,	Address, and	Telephone 1	Number)
_	D . CTC CT T				

(6) 111101116.	(5 (1 time 1 tame) 11aan ess), and 1 ereprione 1 tameer)	7 tttorneys (ij ixnown)				
II. BASIS OF JURISDICTION (Place an "X" in One Box		III. CITIZENSHIP	OF P	RINC	CIPAL PARTIES (Place an	X" in One	Box for Plaintiff
Only)		(For Diversity Cases O	nly)		and One Box for Defendant)		
			PTF	DEF		PTF	DEF
[]1 U.S. Government Plaintiff	[] 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	[]1	[X] 1	Incorporated <i>or</i> Principal Place Business In This State	[]4	[] 4 of
[]2 U.S. Government	[X] 4 Diversity	Citizen of Another State	[]2	[]2	Incorporated <i>and</i> Principal Place Business In Another State	[X] 5	[] 5 of
Defendant (Indicate Citizenship	of Parties in Item III)	Citizen or Subject of a	[]3	[]3	Foreign Nation	[]6	[]6
					Foreign Country		

			Fo	reign Country	
IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TO	RTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
[] 110 Insurance [] 120 Marine [] 130 Miller Act [] 140 Negotiable Instrument [] 150 Recovery of Overpayment & Enforcement of Judgment [] 151 Medicare Act [] 152 Recovery of Defaulted Student Loans [] 153 Recovery of Overpayment of Veteran's Benefit's [] 160 Stockholders' Suits [] 190 Other Contract [] 195 Contract Product Liability [] 196 Franchise	PERSONAL INJURY []310 Airplane []315 Airplane Product Liability []320 Assault, Libel & Slander []330 Federal Employers' Liability []340 Marine []345 Marine Product Liability []350 Motor Vehicle []355 Motor Vehicle Product Liability []360 Other Personal Injury []362 Personal Injury — Medical Malpractice	PERSONAL INJURY [] 365 Personal Injury Product Liability [] 367 Health Care/Pharmaceutical Personal Injury Product Liability [] 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY [] 370 Other Fraud [] 371 Truth in Lending [] 380 Other Personal Property Damage [] 385 Property Damage Product Liability	LABOR [] 710 Fair Labor Standards Act [] 720 Labor/Management Relations [] 740 Railway Labor Act [] 751 Family and Medical Leave Act [] 790 Other Labor Litigation [] 791 Employee Retirement	[] 422 Appeal 28 USC 158 [] 423 Withdrawal 28 USC 157 PROPERTY RIGHTS [] 820 Copyrights [] 830 Patent [] 840 Trademark SOCIAL SECURITY [] 861 HIA (1395ff) [] 862 Black Lung (923) [] 863 DIWC/DIWW (405(g)) [] 864 SSID Title XVI [] 865 RSI (405(g))	[] 375 False Claims Act [] 400 State Reapportionment [] 410 Antitrust [] 430 Banks and Banking [] 450 Commerce [] 460 Deportation [] 470 Racketeer Influenced and Corrupt Organizations [] 480 Consumer Credit [] 490 Cable/Sat TV [] 850 Securities/Commodities/Exchange [] 890 Other Statutory Actions [] 891 Agricultural Acts [] 893 Environmental Matters [] 895 Freedom of Information Act [] 896 Arbitration [] 899 Administrative Procedure Act/Review or Appeal of Agency Decision [] 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	Income Security Act		
[] 210 Land Condemnation [X] 220 Foreclosure [] 230 Rent Lease & Ejectment [] 240 Torts to Land [] 245 Tort Product Liability [] 290 All Other Real Property	[]440 Other Civil Rights []441 Voting []442 Employment []443 Housing/ Accommodations []445 Amer w/Disabilities – Employment []446 Amer. w/Disabilities – Other []448 Education	Habeus Corpus [] 463 Alien Detainee [] 510 Motions to Vacate [] 530 General [] 535 Death Penalty Other: [] 540 Mandamus & Other [] 550 Civil Rights [] 555 Prison Conditions [] 560 Civil Detainee – Conditions of Confinement	IMMIGRATION [] 462 Naturalization Application [] 465 Other Immigration Actions	FEDERAL TAX SUITS [] 870 Taxes (U.S. Plaintiff or Defendant) [] 871 IRS – Third Party 26 USC 7609	
V. ORIGIN (Place an "X [X] 1 Original [] 2	• •	nded from []4Reinstat	red or [] 5 Transferred f	rom []6 Multidistrict	
[X] 1 Original [] 2	Removed [] 3 Rema	mueu nom – [] 4 Keinstat	eu oi [] 5 i ransierred ii	ioni [] o Municialstrict	

Another District from Appellate Court Reopened Litigation Proceeding State Court (specify)

Cite the U.S. Civil Statute under which you filing (Do not cite jurisdictional statutes unless diversity): 28 U.S. Code § 1332

DEMAND \$

VI. CAUSE OF ACTION

Brief description of cause: Mortgage Foreclosure

CC	OMPLAINT	Case 3:17\@\P02225	FAB'.P.Document 1-1	Filed 09/29/17 JPR	AGEMAND: 1 Yes [X] No
VIII.	RELATED IF ANY	CASE(S) (See instructions):	Judge and Docket Number		
DATE	9/28/2017	SIGNATURE OF ATTOR	NEY OF RECORD /s/Andrés Sáez	Marrero	
FOR OFFICE	CE USE ONLY	AMOUNT	APPLYING IFP	JUDGE_	MAG. JUDGE

UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

		C.	ATEGORY SHEET	
Y	ou must accompa	ny your complain	nt with this Category Sheet, and the Civil Cover S	Sheet (JS-44).
Attorne	y Name (Last, Firs	t, MI):	Sáez Marrero, Andrés	
USDC-	PR Bar Number:		229802	
Email A	Address:		prsrvice@rasflaw.com	
1.	Title (caption) of	the Case (provide	only the names of the first party on each side):	
	Plaintiff:: Defendant:		AMERICA REVERSE, LLC. CIANO MARTINEZ A/K/A IGNACIO FELICIAN MERICA;	O; UNITED
2.	Indicate the categ	ory to which this c	ase belongs:	
	[X] Ordinary Civ [] Social Securit [] Banking [] Injuction			
3.	Indicate the title	and number of rela	ted cases (if any).	
4.	Has a prior action [] Yes [X] No	n between the same	parties and based on the same claim ever been filed	before this Court
5. 2284?	Is this case requir	ed to be heard and	determined by a district court of three judges pursua	ant to 28 U.S.C. §

[] Yes [X] No

6. Does this case question the constitutionality of a state	statute? (See, Fed.R.Civ. P. 24)
[] Yes [X] No	

Date Submitted: September 28, 2017

EXHIBIT I

CERTIFICATE OF CONVERSION OF URBAN FINANCIAL GROUP, INC., TO A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO OKLAHOMA STATUTES §18-1090.5 AND §18-214 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT

The undersigned, being authorized to execute and file this Certificate of Conversion of Urban Financial Group, Inc., an Oklahoma corporation (the "Corporation"), to Urban Financial of America, LLC, a Delaware limited liability company (the "LLC"), hereby certifies that:

- 1. The date the Corporation was first formed is October 15, 2003.
- 2. The jurisdiction where the Corporation was first formed is Oklahoma.
- 3. The jurisdiction of the Corporation immediately prior to the effective date and time below of this Certificate was Oklahoma.
- 4. The name of the Corporation immediately prior to the effective date and time below of this Certificate was Urban Financial Group, Inc.
- 5. The name of the LLC as set forth in the Certificate of Formation is Urban Financial of America, LLC.
- 6. This Certificate shall become effective at 1:01 a.m. Eastern Standard Time on the 26th day of November, 2013

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this day of November, 2013.

URBAN FINANCIAL GROUP, INC.

By:

Steven R. McClellan

Sole Director



Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF AMENDMENT OF "URBAN FINANCIAL OF

AMERICA, LLC", CHANGING ITS NAME FROM "URBAN FINANCIAL OF

AMERICA, LLC" TO "FINANCE OF AMERICA REVERSE LLC", FILED IN

THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2015, AT

5:09 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF
DECEMBER, A.D. 2015.

RETARY'S OFFICE OF THE PROPERTY OF THE PROPERT

Authentication: 10486307

Date: 11-24-15

State of Delaware Secretary of State Division of Corporations Delivered 05:09 PM 11/20/2015 FILED 05:09 PM 11/20/2015 SR 20151023106 - File Number 5436529

CERTIFICATE OF AMENDMENT

OF

URBAN FINANCIAL OF AMERICA, LLC

This Certificate of Amendment of Urban Financial of America, LLC (the "Company") dated as of November 20, 2015 is being duly executed and filed by the undersigned, as an authorized person, pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act").

FIRST:

The name of the Company is Urban Financial of America, LLC.

The Certificate of Formation of the Company was filed with the SECOND: Delaware Secretary of State on November 26, 2013.

THIRD:

The Certificate of Formation of the Company is hereby amended

as follows:

"FIRST:

The name of the Company is Finance of America

Reverse LLC."

The effective date of the filing of this Certificate of Amendment FOURTH: is December 1, 2015.

IN WITNESSETH WHEREOF, the undersigned has caused this Certificate of Amendment to be executed as of the date first above written.

URBAN FINANCIAL OF AMERICA, LLC

By:

Finance of America Holdings LLC, Managing Member

Name: Graham Fleming

Title: Chief Administrative Officer

Skey: <u>57379</u>

Endorsed Note Checklist

Or	riginal Note
Lender:	Seniur Mortgage, Bankers
Endorsemen	ts/Allonges
A:	Serior Mortgage to Urban
B:	·.
C:	
D:	
	Urban to Blank
	`
(*Note/Issues*
	· ·
Confirmed By	/: TJ

EXHIBIT II

COMMONWEALTH OF PUERTO RICO

FHA Case Number: 501-8317130-951

ESTADO LIBRE ASOCIADO DE **PUERTO RICO**

FHA Caso Número: 501-8317130-951

FIXED RATE FIRST MORTGAGE NOTE

(Home Equity Conversion)

PRIMER PAGARÉ HIPOTECARIO DE INTERÉS FIJO (CONVERSIÓN DEL CAPITAL ACUMULADO EN LA VIVIENDA)

PROPERTY ADDRESS: LOT 255 LOS MANGOES ST MARIA COMM, ANASCO, Puerto Rico 00610

DIRECCIÓN DE LA PROPIEDAD: LOT 255 LOS MANGOES ST MARIA COMM, ANASCO, Puerto Rico 00610

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means **Senior Mortgage Bankers** and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

1. DEFINICIONES

"Deudor" significa cada persona que firma al final de este Pagaré. "Acreedor Hipotecario" significa **Senior Mortgage Bankers** y sus sucesores y cesionarios. "Secretario" significa el Secretario de Vivienda y Desarrollo Urbano o sus representantes autorizados.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender up to a maximum principal amount of One Hundred Thirty Nine Thousand, Five Hundred Dollars and Zero Cents (\$139,500.00), to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated 08/26/2011 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on principal at the rate of Five AND Sixty Thousandth percent (5.060%) per year until the full amount of principal has been paid. Accrued interest shall be added to, and made part of, the principal balance as a Loan Advance at the end of each month.

The interest rate required by Section 2 of this Note is the rate of interest Borrower will pay on the outstanding balance both before and after this Note becomes due and payable as described in Section 6 of this Note, until repayment in full is made.

2. PROMESA DE PAGO DEL DEUDOR; INTERÉS

A cambio de las cantidades adelantadas por el Acreedor Hipotecario hasta una cantidad principal máxima de ciento treinta y nueve mil quinientos dólares (\$139,500.00), para o por el beneficio del Deudor bajo los términos de un Acuerdo de Préstamo de Conversión del Capital Acumulado en la Vivienda con fecha de 08/26/2011 ("Contrato de Préstamo promete pagar a la orden del Acreedor hipotecario una cantidad principal equivalente a la suma de todos los Adelantos de Préstamo efectuados bajo el Acceder de Préstamo y este Pagaré, con intereses. Todas las cantidades adelantadas por el Acreedor Hipotecario, más los intereses, en caso de no ser pagadas anteriormente, vencen y son pagaderas el 08/01/2092. Los intereses serán cobrados sobre el principal adeudado a una tasa del cinco punto cero seis cero por ciento (5.060%) por año hasta que se haya pagado la cantidad total del principal. Al final de cada mes, los intereses acumulados deberán sumarse y volverse parte del balance del principal como un Adelanto de Préstamo, y asimismo devengarán intereses.



HECM First Note

La tasa de interés requerida por esta Secciónde 2 este Pagaré es la tasa de interés que el Deudor pagará sobre el balance adeudado tanto antes como después de que este Pagaré venza y se vuelva pagadero como se describe en la Sección 6 de este Pagaré, hasta que se efectúe el repago total.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

3. PROMESA DE PAGO GARANTIZADA

La promesa de pago del Deudor está garantizada por una Primera Hipoteca, con la misma fecha que este Pagaré y se denomina "Primera Hipoteca". La Primera Hipoteca protege al Acreedor Hipotecario contra pérdidas que pudieran resultar en caso de incumplimiento del Deudor bajo este Pagaré.

4. MANNER OF PAYMENT

4. FORMA DE PAGO

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 6 of this Note.

(A) Tiempo

El Deudor deberá pagar todo el principal adeudado e intereses acumulados al Acreedor Hipotecario al recibir un aviso del Acreedor Hipotecario que requiera el pago total inmediato, conforme se dispone en el Párrafo 6 de este Pagaré.

(B) Place

Payment shall be made at Senior Mortgage Bankers, Triple S Plaza 12th Floor, 1510 Roosevelt Ave., Guaynabo, PR 00968, or any such other place as Lender may designate in writing by notice to Borrower.

(B) Lugar

El pago deberá efectuarse a Senior Mortgage Bankers, Triple S Plaza 12th Floor, 1510 Roosevelt Ave., Guaynabo, PR 00968, o cualquier otro lugar que el Acreedor Hipotecario pueda designar en una notificación escrita al Deudor.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

(C) Limitación de responsabilidad

El deudor no tendrá ninguna responsabilidad personal por el pago de la deuda. El Acreedor Hipotecario deberá hacer cumplir el pago de la deuda solamente a través de la venta de la Propiedad ("Propiedad") cubierta por la Primera Hipoteca. Si se cede este Pagaré al Secretario, el Deudor no será responsable de ninguna diferencia entre los beneficios del seguro hipotecario pagados al Acreedor Hipotecario y la deuda impaga, incluyendo los intereses acumulados adeudados por el Deudor al momento de la cesión.



HECM First Note

5. BORROWER'S RIGHT TO PREPAY

5. DERECHO DEL DEUDOR A UN PAGO ANTICIPADO

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty on the first day of any month. Otherwise, a Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty after giving Lender two weeks notice. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 10 of this Note and then to reduce the principal balance of this Note.

Un Deudor que reciba pagos mensuales bajo el Contrato e Préstamo tiene el derecho a pagar la deuda evidenciada por este Pagaré, en todo o en parte, sin cargo o penalidad el primer diá de cualquier mes. De lo contrario el Deudor tiene derecho a pagar la deuda evidenciada por este Pagaré, en todo o en parte, sin cargo o penalidad luego de proveerle al Acreedor dos semanas de notificación. Cualquier cantidad de la deuda pagada por anticipado se aplicará primero para reducir el balance del principal del Segundo Pagaré descrito en el Párrafo 10 de este Pagaré y luego para reducir el balance del principal de este Pagaré.

All prepayments of the principal balance shall be applied by Lender as follows:

Todos los pagos anticipados del balance del principal deberán ser aplicados por el Acreedor Hipotecario del siguiente modo:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

<u>Primero,</u> a la parte del balance del principal que represente pagos agregados por las primas del seguro hipotecario (MIP);

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

<u>Segundo,</u> A la parte del balance del principal que represente pagos agregados por los gastos de administración;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

<u>Tercero,</u> a la parte del balance del principal que represente el interés acumulado adeudado bajo el Pagaré; y

Fourth, to the remaining portion of the principal balance.

Cuarto, a la parte restante del balance del principal.

To the extent Borrower prepays any outstanding balance under this Note, such amounts will no longer be available to be advanced under this Note.

En la medida que el Deudor pague por adelantado cualquier balance pendiente bajo este Pagare, dichas cantidades ya no estaran disponsibles para ser adelantadas bajo este Pagare.

Page 3 of 8

6. IMMEDIATE PAYMENT-IN-FULL

6. PAGO TOTAL INMEDIATO



(A) Death or Sale

Lender may require immediate payment-in-full of all outstanding principal and accrued interest if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, or (b) retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(A) Muerte o Venta

El Acreedor Hipotecario puede requerir el pago total inmediato de todo el principal adeudado e interés acumulado si;

(i)Un Deudor muere y la Propiedad no es la residencia principal de al menos un Deudor sobreviviente;

(ii)Todo el título de la Propiedad del Deudor (o su interés beneficiario en un fideicomiso por la totalidad o parte de la Propiedad) se vende o de otro modo se transfiere y ningún otro Deudor retiene (a) título de la Propiedad en pleno dominio, (b) un arrendamiento por no menos de 99 años que sea renovable o un arrendamiento que tenga un período restante de no menos de 50 años más allá de la fecha del 100° cumpleaños del Deudor más joven, o (c) un usufructo vitalicio en la Propiedad, (o retiene un interés beneficiario en un fideicomiso con tal interés en la Propiedad).

(B) Other Grounds

Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
- (ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

(B) Otros Fundamentos

El Acreedor Hipotecario puede requerir el pago total inmediato de todo el principal adeudado e interés acumulado, con la aprobación por parte de un representante autorizado del Secretario, si;

- (i) La Propiedad deja de ser la residencia principal de un Deudor por razones que no sean la muerte y la Propiedad no es la residencia principal de al menos otro Deudor;
- (ii) Por un período de más de doce (12) meses consecutivos, un deudor no ocupa físicamente la Propiedad debido a una enfermedad física o mental y la Propiedad no es la residencia principal de al menos otro Deudor; o
- (iii) No se realiza una obligación del Deudor bajo la Hipoteca.



(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through the sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(C) Pago de Costos y Gastos

Si el Acreedor Hipotecario ha requerido el pago total inmediato, como se describe anteriormente, la deuda ejecutada a través de la venta de la propiedad podrá incluir costos y gastos, incluyendo honorarios de abogados razonables y habituales, asociados con la ejecución de este Pagaré en la medida que no lo prohíba la ley aplicable. Tales honorarios y gastos devengarán intereses desde la fecha del desembolso a la misma tasa que el principal de este Pagaré.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

(D) Fideicomisos

El traspaso del interés de un Deudor en la Propiedad a un fideicomiso que cumpla con los requisitos del Secretario, o el traspaso del interés de un fideicomiso en la Propiedad o un Deudor, no será considerado un traspaso a efectos de este Párrafo. Un fideicomiso no será considerado un ocupante ni se considerará que tiene una residencia principal a efectos de este Párrafo.

7. WAIVERS

Borrower waives the right of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. RENUNCIAS

El Deudor renuncia a los derechos de presentación y notificación de falta de pago. "Presentación" significa el derecho a requerir al Acreedor Hipotecario que exija el pago de las cantidades adeudadas. "Notificación de falta de pago" significa el derecho a requerir al Acreedor Hipotecario que notifique a otras personas que las cantidades adeudadas no han sido pagadas.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

8. ENTREGA DE NOTIFICACIONES

A menos que la ley aplicable requiera un método diferente, cualquier aviso que deba entregársele al Deudor bajo este Pagaré será entregado por envío o correo postal de primera clase al deudor a la Dirección de la Propiedad antes mencionada o a una dirección diferente si el Deudor ha notificado al acreedor Hipotecario sobre una dirección diferente.

Cualquier notificación que deba ser entregada al Acreedor Hipotecario bajo este Pagaré será enviada por correo de primera clase al Acreedor hipotecario a la dirección indicada en el Párrafo 4(B) o a una dirección diferente si el Deudor es notificado sobre la misma.



Page 5 of 8 HECM First Note

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

9. OBLIGACIONES DE LAS PERSONAS BAJO ESTE PAGARÉ

Si más de una persona firma este Pagaré, cada persona tiene plena obligación de cumplir todas las promesas efectuadas en este Pagaré. El Acreedor Hipotecario podrá hacer cumplir sus derechos bajo este Pagaré solamente a través de la venta de la Propiedad.

10. RELATIONSHIP TO SECOND NOTE

10. RELACIÓN CON EL SEGUNDO PAGARÉ

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255 (i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(A) Segundo Pagaré

Dado que el Deudor estará obligado a pagar las cantidades que el Secretario pueda efectuar a o en nombre del Deudor conforme a la Sección 255 (i)(l)(A) de la ley Nacional de Vivienda y el Contrato de Préstamo, el Secretario ha requerido al Deudor que conceda un Segundo Pagaré al Secretario.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

(B) Relación de los Pagos del Secretario con este pagaré

Los pagos efectuados por el Secretario no deberán incluirse en la deuda bajo este Pagaré a menos que:

- (i) Este Pagaré sea cedido al Secretario; o
- (ii) El Secretario acepte reembolsos por parte del Acreedor Hipotecario para todos los pagos efectuados por el Secretario.
- Si las circunstancias descritas en (i) o (ii) ocurren, todos los pagos efectuados por el Secretario, incluyendo el interés sobre los pagos, deberán estar incluidos en la deuda.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under this Note until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 6 of this Note; or

Page 6 of 8



(ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraph 2 of this Note or any Allonge to this Note.

(C) Efecto en el Deudor

Cuando no exista cesión o reembolso como se describe en (B)(i) o (ii), y el Secretario efectúe pagos al Deudor, el Deudor no:

- (i) estará obligado a pagar las cantidades adeudadas bajo este Pagaré hasta que el Secretario haya requerido el pago total de todo el principal adeudado e interés acumulado bajo el Segundo Pagaré que conserve el Secretario, sin perjuicio de cualquier disposición en lo contrario contenida en el Párrafo 6 de este Pagaré; o
- (ii) Estará obligado a pagar intereses o apreciación compartida bajo este Pagaré en cualquier momento, ya sea que hayan sido acumulados antes o después de los pagos efectuados por el Secretario, y se haya incluido o no el interés acumulado en el balance del principal de este Pagaré, sin perjuicio de cualquier disposición en lo contrario contenida en los Párrafo 2 de este Pagaré o cualquier anexo para endosos adicionales de este Pagaré.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

AL FIRMAR ABAJO, el Deudor acepta y acuerda los términos y convenios contenidos en este Pagaré.

This Mortgage Note is secured by a mortgage executed by Deed number of this same date before the subscribing Notary.

Hipotecario está garantizado por una Hipoteca constituida en la escritura Pagaré número otorgada en esta misma fecha ante el (la) Notario(a) suscribiente.

NACIO FELICIANO MARTINEZ A/K/A IGNACIO

FELICIANO

(SEAL)

Affidavit Number: 6174 Testimonio Número: 6174

Acknowledged and subscribed before me by IGNACIO FELICIANO MARTINEZ also known as IGNACIO FELICIANO, of legal age, single, property owner and resident of Añasco, Puerto Rico, of who I GIVE FAITH of being personally known to me.

Page 7 of 8

---In Guaynabo, Puerto Rico, this 26th day of August, 2011.

Reconocido y suscrito ante mí por IGNACIO FELICIANO MARTÍNEZ también conocido como IGNACIO FELICIANO, mayor de edad, soltero, propietario y vecino de Añasco, Puerto Rico, de quien DOY FE de conocer personalmente.

---En Guaynabo, Puerto Rico, hoy 26 de agosto de 2011.

(Signed, sealed and rubricated) (Firmado, sellado y rubricado)

PAY TO THE ORDER OF

URBAN FINANCIAL GROUP INC.

WITHOUT RECOURSE

BANKERS INC

AUTHORIZED SIGNATUR

Notario Público

Solvenson And So

90.00 10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00

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Loan Number:

359928

FHA Case Number:

501-8317130-951

Borrower Name(s):

IGNACIO FELICIANO MARTINEZ

Property Address:

LOT 255 LOS MANGOES ST MARIA COMM

ANASCO, Puerto Rico 00610

Note/Loan Amount:

\$139,500.00

Note/Loan Date:

8/26/2011

PAY TO THE ORDER OF:

WITHOUT RECOURSE

Company Name:

Urban Financial Group Inc.

Signature:

Name:

Indica Wade

Title:

Astup

REGISTRO DE LA PROPIEDAD DE MAYAGÜEZ

	INLUIS I NO DE LA	PROPIEDAD DE MAYAGUEZ
	RAMÓN A. QUILES DÍAZ DA HIRAM D. CABASSA #87	Telefono (787)-833-5519
	ADA Nº: 3178 NTO Nº : 343 Dia	Del año 2011 rio 748
Prese	ntado el día 15/09/2011	a las 13:42
Presen	tante	
VELEZ	, MAUDA	
Interesa	 ado : SECRETARY OF HOUSING AN	URBAN DEVELOPMENT,
Natural	eza : Escritura publica	Objeto : SEGUNDA HIPOTECA
Escritui	a: 740 de 26/08/2011	MARIA G. CHEVERE MOURIÑO
ENTO DEL	PAGO	
EGISTRO ECCIÓN D VE. HIRAN	Jento de Justicia DE LA PROPIEDAD E MAYAGUEZ D. CABASSA #87 PR 00680-2561	Lcdo/a.*NOTARIO *T(dirección notario 1) *T(dirección notario 2) MAYAGUEZ MAYAGUEZ
,		26923

EXHIBIT III

---El mismo día de su otorgamiento expedí la primera copia certificada a favor de Senior Mortgage Bankers, Inc. DOY FE.

MOTARIO PUBLICO

FHA Case Number: 501-8317130-951; Loan No. 359928-Número de Caso de la FHA: 501-8317130-951; Préstamo 359928-Deed Number: SEVEN HUNDRED THIRTY NINE (739)-Escritura Número: SETECIENTOS TREINTA Y NÚEVE (739) FIXED INTEREST RATE -FIRST MORTGAGE--(HOME EQUITY CONVERSION)-THIS MORTGAGE SECURES A REVERSE MORTGAGE LOAN-–TASA INTERÉS FIJA –PRIMERA HIPOTĖCA– (CONVERSIÓN DEL CAPITAL ACUMULADO EN LA VIVIENDA)--ESTA HIPOTECA GARANTIZA UN PRÉSTAMO DE UNA HIPOTECA REVERTIDA------In the city of Guaynabo, Puerto Rico, this Twenty-Sixth (26th) day of August, two thousand eleven (2011). -----En la ciudad de Guaynabo, Puerto Rico, hoy día veintiséis (26) de agosto de dos mil once (2011).----BEFORE ME-----MARIA G. CHEVERE MOURIÑO, an Attorney and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and with offices in Guaynabo, Puerto Rico .----*ANTE MÍ*------MARÍA G. CHÉVERE MOURIÑO, una Abogada y Notario Público en y para el Estado Libre Asociado de Puerto Rico, con residencia en la ciudad de Guaynabo, Puerto Rico, y con oficinas en Guaynabo, Puerto Rico .-------APPEAR-------The person(s) named in Paragraphs Tenth (10th) and Eleventh (11th) (hereinafter "Borrower" and "Lender" respectively) whose personal circumstances are set forth in said -----COMPARECEN ----La(s) persona(s) mencionada(s) en el Párrafo Décimo (10°) y Onceno (11°) (en adelante "Deudor" y "Acreedor Hipotecario" respectivamente), cuyas circunstancias personales se disponen en dichos párrafos.-------I ATTEST-----I, the Notary Public, give faith that I personally know the parties appearing herein, except as I may have otherwise clarified in the "ACCEPTANCE" section of this Security Instrument, and, through their statements, as to their ages, civil status, occupations and residences, who assure me that they have, and in my judgment they do have, the legal capacity to execute this deed, wherefore, they freely---------DOY FE------Yo, el Notario Público, doy fe de que conozco personalmente a los comparecientes, a menos que haya aclarado lo contrario en la sección de "ACEPTACIÓN" de esta Hipoteca, y, por sus dichos, de sus edades, estado civil, ocupaciones y residencias, quienes me aseguran tener, y a mi juicio tienen, la capacidad legal necesaria para otorgar esta escritura, por lo que libremente.--------STATE AND COVENANT----FIRST: That the Borrower is the owner of the property or properties described in Paragraph Fourth (4th) of this First Mortgage (hereinafter called "Property"). --- The 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. Borrower(s) warrant(s) and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record .---------DECLARA(N) Y CONVIENE(N)-----PRIMERA: Que el Deudor es el dueño de la propiedad o las propiedades descritas en el Párrafo Cuarto (4º) de esta primera hipoteca (en adelante denominada "Propiedad").

Openan Mariño.

---Que el Deudor tiene legítima posesión de la propiedad por la presente traspasada y tiene derecho a hipotecar, ceder y traspasar la propiedad y que la propiedad está libre de cargas y gravámenes. El Deudor garantiza y defenderá el título de la propiedad contra toda reclamación y requerimiento, sujeto a cualquier gravamen que surja del Registro de la Propiedad.

---SEGUNDA: El Deudor ha acordado repagar al Acreedor Hipotecario cantidades que el Acreedor Hipotecario está obligado a adelantar, incluyendo adelantos futuros, bajo los términos de un Contrato de Préstamo de Conversión del Capital Acumulado en la misma fecha que esta primera hipoteca ("Contrato de Préstamo"). El acuerdo de repagaré vie de Deudor en la misma fecha que esta primera hipoteca ("Pagaré"), firmado ante el Notario aquí autorizante y con el mimero de afidávit número seis mil ciento setenta y cuatro (6,174).

---This first mortgage secures to Lender the repayment of the debt evidenced by the note, including all future advances, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$139,500.00) with a fixed interest rate (herein "Fixed Interest Rate") of Five point Zero Six Zero percent (5.060%) per annum, until repayment in full is made.

---Esta primera hipoteca garantiza al Acreedor Hipotecario el repago de la deuda evidenciada por el pagaré hipotecario, incluyendo todos los adelantos futuros, con intereses, y todas las renovaciones, extensiones y modificaciones del pagaré, hasta una cantidad máxima de principal de CIENTO TREINTA Y NUEVE MIL QUINIENTOS DÓLARES (\$139,500.00) con una tasa de interés fija (aquí denominada "Tasa de Interés Fija") de CINCO PUNTO CERO SEIS CERO POR CIENTO (5.060%) anual, hasta que se realice el pago total.-----

---The full debt, including the principal, interest, and all other sums, with interest, advanced under Paragraph Five (5) to protect the security of this first mortgage or otherwise due under the terms of this mortgage, if not paid carlier, is due and payable on the First (1st) day of August, Two Thousand Ninety-Two (2092).

---La deuda total, incluyendo el principal, los intereses, y todas las otras sumas, con intereses, adelantadas bajo el Párrafo Cinco (5) para proteger la garantía de esta hipoteca o de otro modo adeudada bajo los términos de este gravamen, si no se pagase antes, vence y es pagadera el día primero (1ro) de agosto del año dos mil noventa y dos (2092).------

---THIRD: To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, (b) the payment of all other sums, with interest, advanced under Paragraph Five (5) to protect the security of this first mortgage or otherwise due under the terms of this security instrument; (c) the performance of Borrower's covenants and agreements under this security instrument and the note; and (d) the payment of a liquidated amount of THIRTEEN THOUSAND NINE (\$13,950.00), which Borrower undertakes to pay without the prior requirement of liquidation and approval by the court to cover costs, expenses and attorney's fees in the event that the holder of the note has to proceed with mortgage foreclosure or judicial collection procedures

—TERCERA: Para garantizar al Acreedor Hipotecario (a) el repago de la deuda evidenciada por el pagaré, con sus intereses, (b) el pago de todas las otras sumas, con intereses, adelantadas bajo el Párrafo Cinco (5) para proteger la garantía de esta primera hipoteca o de otro modo adeudadas bajo los términos de esta hipoteca; (c) el cumplimiento de los convenios y acuerdos del Deudor bajo esta hipoteca y el pagaré; y (d) el pago de una cantidad líquida TRECE MIL NOVECIENTOS CINCUENTA DÓLARES (\$13,950.00) que el Deudor asume pagar sin el requerimiento previo por parte del tribunal para cubrir costas, gastos y honorarios de abogados en caso de que el tenedor del pagaré tenga que proceder con la ejecución de la hipoteca o procedimientos para el cobro por la via judicial.

---The Borrower by these presents constitutes a **FIRST MORTGAGE** over the property described in Paragraph Four (4).----

---Por la presente el Deudor constituye una PRIMERA HIPOTECA sobre la propiedad descrita en el Párrafo Cuatro (4).

---FOURTH: For this purpose, Borrower does hereby irrevocably mortgage to Lender, with power to foreclose, the property located at "LOT 255 LOS MANGOES ST MARIA COMM, AÑASCO, PUERTO RICO 00610", described as follows:------

My



--CUARTA: Para este fin, el Deudor irrevocablemente hipoteca a favor del Acreedor Hipotecario, con facultad de ejecución, la propiedad localizada "LOT 255 LOS MANGOES ST MARIA COMM, AÑASCO, PUERTO RICO 00610", descrita de la siguiente manera:

---RÚSTICA: Parcela marcada con el número cincuenta y cinco (255) en el Plano de Parcelación de la Comunidad Rural María del Barrio María del término municipal de Añasco, con una cabida superficial de cero punto dos mil trescientos sesenta y dos cuerdas (0.2362 cdas.) equivalentes a NOVECIENTOS VEINTIOCHO PUNTO CUARENTA Y CINCO METROS CUADRADOS (928.45 M.C.). Colinda por el Norte, con la Calle número diez (10) de la Comunidad; por el Sur, con terrenos propiedad de don Waldemar Bravo; por el Este, con la Parcela número doscientos cincuenta y seis (256) de la Comunidad y por el Oeste, con la Parcela número doscientos cincuenta y cuatro (254) de la Comunidad.-----

---Inscrita al Folio Móvil del Tomo treinta y ocho (38) de Añasco, Finca nueve mil ochocientos cincuenta y ocho (9,858) del Registro de la Propiedad de Mayagüez.-----

--- The above described Property is subject to the following lien(s) which shall be cancelled or subordinated through a separate instrument(s):----

---A Hipoteca en garantía de un Pagaré a favor de WESTERNBANK PUERTO RICO, o a su orden, por la suma principal de TREINTA Y CINCO MIL DÓLARES (\$35,000.00), con intereses al once por ciento (11%) anual y vencedero a la presentación, según consta de la escritura número cuatrocientos ochenta y cinco (485) otorgada en San Sebastián, el doce (12) de septiembre de dos mil seis (2006) ante el Notario Público Gary E. Biaggi, presentada y pendiente de inscripción al Asiento cuatrocientos (400) del Diario setecientos treinta y uno (731).---

---A Hipoteca en garantía de un Pagaré a favor de WESTERNBANK PUERTO RICO, o a su orden, por la suma principal de CINCO MIL DÓLARES (\$5,000.00), con intereses al ocho punto veinticuatro por ciento (8.24%) anual y vencedero a la presentación, según consta de la escritura número setecientos cinco (705) otorgada en San Sebastián, el diecinueve (19) de diciembre de dos mil seis (2006) ante el Notario Público Gary E. Biaggi, presentada y pendiente de inscripción al Asiento doscientos cincuenta y siete (257) del Diario setecientos treinta y dos (732).--

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

—1. Pago del Principal y el Interés. El Deudor pagará a su vencimiento el principal y los

chéve ság	—CONJUNTAMENTE CON todas las mejoras ahora existentes o que en el futuro se erijan sobre la propiedad, y todas las servidumbres, derechos, accesorios y bienes muebles por destino que ahora o en el futuro formen parte de la misma. Todos los reemplazos y añadiduras (anejos) también estarán cubiertos por esta Primera Hipoteca. Todo lo anterior se denomina en esta hipoteca como la "Propiedad".
ON SE ON SE	UNIFORM COVENANTS
Pogada, Notais	FIFTH: Borrower and Lender further covenant and agree as follows:
gaday	-QUINTA: El Deudor y el Acreedor Hipotecario además convienen y acuerdan lo siguiente:
	1. Payment of Principal and Interest. Borrower shall pay when due the principal of,

intereses sobre la deuda evidenciada por el pagaré. -





- --2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.-----
- —2. Pago de los Cargos de la Propiedad. El Deudor pagará todos los cargos de la propiedad que consten de impuestos (contribuciones), arrendamiento de terreno, primas del seguro contra inundaciones y riesgos, y gravámenes especiales en forma oportuna, y proveerá evidencia del pago al Acreedor Hipotecario, a menos que el Acreedor Hipotecario pague los cargos de la propiedad reteniendo fondos de los pagos mensuales adeudados al Deudor o cobrando dichos pagos a una línea de crédito conforme se dispuso en el Contrato de Préstamo.
- —3. Seguro contra incendios, inundaciones y otros riesgos. El Deudor asegurará todas las mejoras a la propiedad, existentes o que se puedan erigir allí en el futuro, contra cualquier riesgo, pérdidas y contingencias, inchivendo incendios. Este seguro se mantendrá en las cantidades, en la medida, y por los períodos requeridos por el Acreedor Hipotecario o el Secretario de Vivienda y Desarrollo Urbano ("Secretario"). El Deudor también asegurará todas las mejoras a la propiedad, existentes o que se puedan erigir allí en el futuro, contra pérdida por inundaciones en la medida requerida por el Secretario. Todos los seguros deberán ser contratados en compañías aprobadas por el Acreedor Hipotecario. Las pólizas del seguro y cualquier renovación serán retenidas por el Acreedor Hipotecario e incluirán cláusulas de pago de pérdidas a favor de, y en la forma aceptable por, el Acreedor Hipotecario.

---In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a second note and second security instrument held by the Secretary on the property and then to the reduction of the indebtedness under the note and this security instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the note and this security instrument shall be paid to the entity legally entitled thereto.

---En caso de pérdida, el Deudor dará pronto aviso al Acreedor Hipotecario por correo. El Acreedor Hipotecario podrá someter la reclamación correspondiente si el Deudor no lo hace prontamente. Cada compañía de seguro pertinente por la presente está autorizada y tiene instrucción de realizar el pago por tal pérdida al Acreedor Hipotecario, en lugar de al Deudor y al Acreedor Hipotecario conjuntamente. Se aplicarán indemnizaciones de seguro a la restauración o reparación de la propiedad dañada, si la restauración o reparación es económicamente viable y la garantía del Acreedor Hipotecario no se menoscaba. Si la restauración o reparación no es económicamente viable o la garantía del Acreedor Hipotecario se menoscabaría, la indemnización del seguro se aplicará primero a la reducción de cualquier deuda bajo un segundo pagaré y una segunda hipoteca retenidos por el Secretario sobre la propiedad y luego a la reducción de la deuda bajo el pagaré y esta hipoteca. Cualquier indemnización del seguro que exceda una cantidad requerida para pagar toda la deuda pendiente bajo el pagaré y esta hipoteca, será pagada a la entidad que tenga derecho al pago.

- ---In the event of foreclosure of this first mortgage or other transfer of title to the property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.
- --En caso de ejecución de esta primera hipoteca u otra transferencia de título a la propiedad que extinga la deuda, todo derecho, título e interés del Deudor a las pólizas del seguro vigentes pasarán al comprador.
- ---4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the

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property as Borrower's principal residence after the execution of this security instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the property as Borrower's principal residence for the term of the security instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

---Borrower shall not commit waste or destroy, damage or substantially change the property or allow the property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence. If this first mortgage is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

—4. Ocupación, Conservación, Mantenimiento y Protección de la Propiedad; Solicitud de Préstamo del Deudor; Derecho de Arrendamiento. El Deudor ocupará, establecerá y usará la propiedad como su residencia principal después del otorgamiento de esta primera hipoteca y continuará ocupando la propiedad como su residencia principal (o al menos un Deudor, si inicialmente son más de uno los Deudores) por el plazo de la hipoteca. "Residencia principal" tendrá el mismo significado que en el Contrato de Préstamo.

---El Deudor no causará menoscabo, destruirá, dañará o cambiará sustancialmente la propiedad ni permitirá que la propiedad se deteriore, a excepción del uso y desgaste razonables. El Deudor también estará en incumplimiento si, durante el proceso de solicitud del préstamo, dio al Acreedor Hipotecario información o declaraciones materialmente o pertinente falsas o engañosas (o no proveyó información material pertinente al Acreedor Hipotecario) respecto al préstamo evidenciado por el pagaré, incluyendo pero no limitado a representaciones sobre la ocupación de la Propiedad por el Deudor como su residencia principal. Si esta hipoteca es sobre un derecho de arrendamiento, el Deudor cumplirá con todas las disposiciones del contrato de arrendamiento. Si el Deudor adquiere título en pleno dominio sobre la propiedad, no operará la fusión de derechos entre el arrendamiento y el título en pleno dominio a menos que el Acreedor Hipotecario dé su consentimiento por escrito.

--5. Charges to Borrower and Protection of Lender's Rights in the Property, Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph Two (2). Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this security instrument in the manner provided in Paragraph Twelve (c) [12(c)].-----

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

---To protect Lender's security in the property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this security instrument.

—5. Cargos al Deudor y Protección de los Derechos del Acreedor Hipotecario sobre la Propiedad. El Deudor pagará toda contribución gubernamental ó municipal, multas e imposiciones que no estén incluidos en el Párrafó Dos (2). El Deudor pagará estas obligaciones en forma oportuna y directamente a la entidad a quien le debe el pago. Si la falta de pago perjudicara el interés del Acreedor Hipotecario sobre la propiedad, a pedid del Acreedor Hipotecario, el Deudor le solicitará porcentaje al Acreedor Hipotecario los recibos que evidencien estos pagos. El Deudor suministrará prontamente los gravámenes que tengan prioridad sobre esta hipoteca en la manera dispuesta en el Párrafo Doce (c) [12(c)].

—Si el Deudor no realiza estos pagos o los cargos de la propiedad requeridos por el Párrafo Dos (2), o si no realiza cualquier otro convenio, pacto o acuerdo contenidos en esta hipoteca, o si existiese un procedimiento legal que pudiera afectar significativamente

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los derechos del Acreedor Hipotecario sobre la propiedad (tales como un procedimiento de quiebra, por expropiación o para hacer cumplir leyes o reglamentos), el Acreedor Hipotecario podrá hacer y pagar lo que sea necesario para proteger el valor de la propiedad y los derechos del Acreedor Hipotecario en la propiedad, incluyendo el pago de contribuciones, seguro contra riesgos y otros puntos mencionados en el Párrafo Dos

—A fin de proteger la garantía del Acreedor Hipotecario en la propiedad, el Acreedor Hipotecario adelantará y cobrará al Deudor todas las cantidades adeudadas al Secretario por la Prima del Seguro Hipotecario ("MIP", por sus siglas en inglés) conforme se define en el Contrato de Préstamo, así como todas las sumas adeudadas a el administrador del préstamo por las actividades administrativas (pago por la administración del préstamo según se define en el Contrato de Préstamo. Toda cantidad desembolsada por el Acreedor Hipotecario bajo este Párrafo es obligatoria y se convertirá en una deuda adicional del Deudor conforme se dispone en el Contrato de Préstamo, y estará garantizada por esta hipoteca.

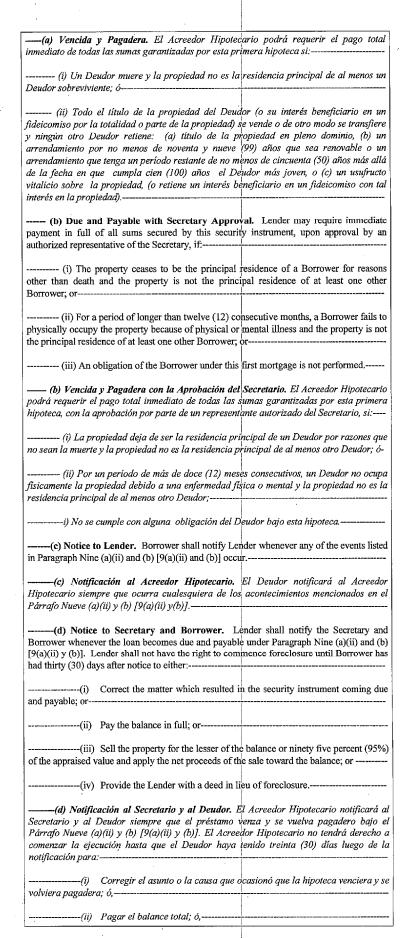
- —6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned property without notice to the Borrower.
- -6. Inspección. El Acreedor Hipotecario o sus agentes podrán entrar, inspeccionar o tasar la propiedad en forma y momento razonables siempre que el Acreedor Hipotecario dé al Deudor aviso previo al momento de la inspección o tasación especificando el propósito de la inspección o tasación, que deberá relacionarse con el interés del Acreedor Hipotecario en la propiedad. Si la propiedad está vacante o abandonada, o si el préstamo está en incumplimiento, el Acreedor Hipotecario podrá tomar medidas razonables para proteger y preservar dicha propiedad vacante o abandonada sin dar notificación al Deudor
- —7. Expropiación. Se le pagará al Acreedor Hipotecario todo producto de cualquier laudo o reclamación por daños, directos, emergentes o resultantes relacionados con una expropiación o cualquier incautación parcial o por razón de traspaso de la propiedad, o por entrega de la propiedad en lugar de expropiación. El producto se aplicará primero a la reducción de cualquier deuda bajo un segundo pagaré y una segunda hipoteca retenidos por el Secretario sobre la propiedad y luego a la reducción de la deuda bajo el pagaré y esta hipoteca. Cualquier producto que exceda una cantidad requerida para pagar toda la deuda pendiente bajo el pagaré y esta hipoteca, será pagada a la entidad legalmente con derecho a recibirla.
- ---8. Fees. Lender may collect fees and charges authorized by the Secretary.-----
- —8. Honorarios. El Acreedor Hipotecario podrá cobrar honorarios y gastos autorizados por el Secretario.-----
- ---9. Grounds for Acceleration of Debt.--
- --- (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this first mortgage if:----
- ----- (i) A Borrower dies and the property is not the principal residence of at least one surviving Borrower; or-----
- ----- (ii) All of a Borrower's title in the property (or his or her beneficial interest in a trust owning all or part of the property) is sold or otherwise transferred and no other Borrower retains (a) title to the property in fee simple, (b) a leasehold under a lease for not less than ninety nine (99) years which is renewable or a lease having a remaining period of not less than fifty (50) years beyond the date of the one hundredth (100th) birthday of the youngest Borrower, or (c) a life estate in the property, (or retains a beneficial interest in a trust with such an interest in the property).

–9. Fundamentos para Acelerar la Deuda. -



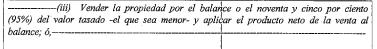
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- -----(iv) Proporcionar al Acreedor Hipotecario una garantía de la misma clase en sustitución de la ejecución.
- -----(e) Trusts. Conveyance of a Borrower's interest in the property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph Nine (9). A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph Nine (9).
- -----(f) Mortgage Not Insured. Borrower agrees that should this security instrument and the note not be eligible for insurance under the "National Housing Act" within eight (8) months from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this security instrument and the note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- el pagaré no califiquen para un seguro bajo la "Ley Nacional de Vivienda" dentro de los ocho (8) meses a partir de la fecha del presente, el Acreedor Hipotecario podrá, a su criterio y discreción, requerir el pago total inmediato de todas las sumas garantizadas por esta hipoteca. Una declaración escrita de cualquier agente autorizado del Secretario con fecha subsiguiente a los ocho (8) meses posteriores a la fecha de la presente, en la que se niegue a asegurar esta hipoteca y el pagaré, será considerada prueba concluyente de dicha ilegibilidad. No obstante a lo anterior, esta opción no podrá ser ejercida por el Acreedor Hipotecario cuando la falta de disponibilidad del seguro se deba solamente al incumplimiento del Acreedor Hipotecario de su deber de remitir la prima del seguro hipotecario al Secretario.
- —10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this security instrument. Lender may enforce the debt only through sale of the property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the security instrument is foreclosed. If this security mortgage is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
- —11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this first mortgage, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this security instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if. (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the security instrument.
- —11. Reinstalación. El Deudor tiene derecho a ser reinstalado si el Acreedor Hipotecario ha requerido el pago total inmediato. Este derecho se aplica incluso luego de iniciados los

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procedimientos de ejecución. Para reinstalar esta hipoteca, el Deudor corregirá la causa que ocasionó el requerimiento del pago total inmediato. Las costas de la ejecución y los honorarios razonables y habituales de los abogados y los costos relacionadas con los procedimientos de ejecución se sumarán al balance del principal. Con la reinstalación por parte del Deudor, esta hipoteca y las obligaciones que garantiza permanecerán vigentes como si el Acreedor Hipotecario no hubiese requerido el pago total inmediato. Sin embargo, el Acreedor Hipotecario no está obligado a permitir la reinstalación si: (i) el Acreedor Hipotecario ha aceptado la reinstalación luego del comienzo de los procedimientos de ejecución dentro de los dos (2) años inmediatamente previos al comienzo de un procedimiento de ejecución en curso, (ii) la reinstalación perjudicará el rango de la hipoteca.

--- 12. First Lien Status.--

————(a) Modification. Borrower agrees to extend this first mortgage in accordance with this Paragraph Twelve (a) [12(a)]. If Lender determines that the original lien status of the security instrument is jeopardized under state law (including but not limited to situations where the amount secured by the security instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this security instrument, the second security instrument described in Paragraph Thirteenth (a) [13(a)] and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the priority of the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this security instrument.

-----(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this security instrument.

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

-12. Rango del Primer Gravamen.

— (a) Modificación. El Deudor acuerda extender esta hipoteca de acuerdo a este Párrafo Doce (a) [12(a)]. Si el Acreedor Hipotecario determina que el rango del gravamen original de la hipoteca está en riesgo bajo la ley estatal (incluyendo sin restricción las situaciones en las que la cantidad garantizada por la hipoteca equivalga o supere la cantidad máxima establecida del principal, o haya vencido el período máximo bajo el cual los adelantos de préstamo retienen la misma prioridad del gravamen inicialmente otorgado a los adelantos de préstamo y la ley estatal permite que se mantenga el rango del gravamen original para futuros adelantos de préstamo a través de la ejecución y el registro de uno o más documentos, el Acreedor Hipotecario obtendrá la evidencia del título por cuenta del Deudor. Si la evidencia del título indica que la Propiedad está libre de cargas y gravámenes (salvo por esta hipoteca, la segunda hipoteca descrita en el Párrafo Trece (a) [13(a)] y cualquier gravamen subordinado que el Acreedor Hipotecario determine que también estará subordinado a cualquier adelanto de préstamo futuro), el Acreedor Hipotecario requerirá al Deudor que otorgue cualquier documento necesario para proteger la prioridad del rango del gravamen de futuros adelantos de préstamo. El Deudor noriginal se extienda a futuros adelantos de préstamo, se considerará que el Deudor ha incurrido en incumplimiento de una obligación bajo esta hipoteca.

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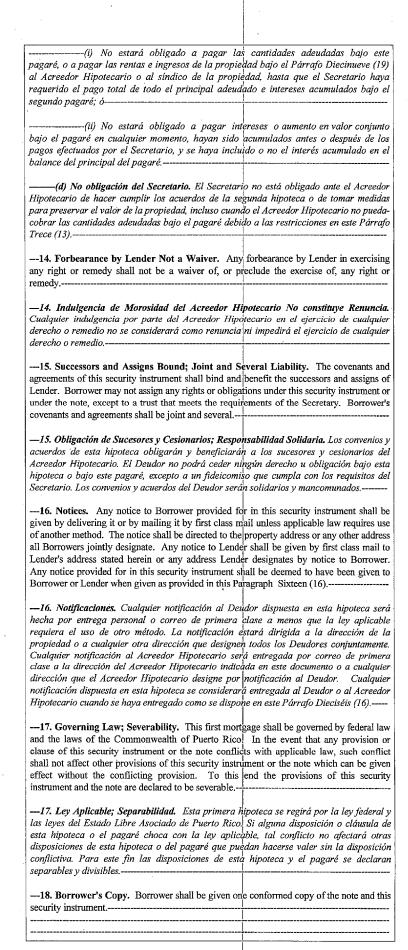


- (c) Gravámenes Previos. El Deudor cancelará cualquier gravamen que tenga prioridad sobre esta hipoteca a menos que el Deudor: (a) acuerde por escrito el pago de la obligación garantizada por el gravamen de manera aceptable para el Acreedor Hipotecario; (b) impugne de buena fe el gravamen o defienda de su ejecución mediante procesos legales que, en la opinión del Acreedor Hipotecario, impidan la ejecución del gravamen o la confiscación de cualquier parte de la propiedad; o (c) obtenga del tenedor del gravamen un acuerdo satisfactorio al Acreedor Hipotecario postergando el gravamen a todas las cantidades garantizadas por esta hipoteca. Si el Acreedor Hipotecario determina que alguna parte de la propiedad está sujeta a un gravamen que podría obtener prioridad sobre esta hipoteca, el Acreedor Hipotecario podrá darle al Deudor una notificación que identifique el gravamen, El Deudor satisfará el gravamen o tomará una o más de las medidas antes dispuestas dentro de los diez (10) días de la entrega de la notificación ---- 13. Relationship to Second Security Instrument.--(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to "Section Two Fifty Five (i)(1)(A)[225(i)(1)(A)]" of the "National Housing Act" and the Loan Agreement, the Secretary has required Borrower to execute a second note and a second mortgage on the -(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the note unless:-------(i) This security instrument is assigned to the Secretary; or-----(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary .--------If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the note.----(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower ---(i) Be required to pay amounts owed under the note, or pay any rents and revenues of the property under Paragraph Nineteen (19) to Lender or a receiver of the property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the second note; or--------(ii) Be obligated to pay interest or shared appreciation under the note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the note.--(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the second security instrument or to take actions to preserve the value of the property, even though Lender may be unable to collect amounts owed under the note because of restrictions in this Paragraph Thirteen (13). —13. Relación con la Segunda Hipoteca,---(a) Segunda Hipoteca. A fin de garantizar los pagos que el Secretario pudiera realizar al Deudor o en nombre de él conforme a la Sección doscientos cincuenta y cinco (i)(1)(A)[255(i)(1)(A)] de la "Ley Nacional de Vivienda" y el Contrato de Préstamo, el Secretario ha requerido al Deudor que ejecute un segundo pagaré y una segunda hipoteca sobre la propiedad.--(b) Relación de la Primera y la Segunda Hipoteca. Los pagos efectuados por el Secretario no deberán incluirse en la deuda bajo el pagaré a menos que:--------(i) Esta hipoteca sea cedida al Secretario; ó,-------(ii) El Secretario acepte reembolsos por parte del Acreedor Hipotecario para todos los pagos efectuados por el Secretario. -----Si las circunstancias descritas en (i) o (ii) ocurren, todos los pagos efectuados por el Secretario, incluyendo el interés sobre los pagos, pero excluyendo los cargos por demora pagados por el Secretario, deberán estar incluidos en la deuda bajo el pagaré.-(c) Efecto en el Deudor. Cuando no exista cesión o reembolso como se describe en (b)(i) ó (ii), y el Secretario efectúe pagos al Deudor, el Deudor:-

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-18. Copia del Deudor. El Deudor recibirá una copia simple del pagaré y de esta -NON-UNIFORM COVENANTS--CONVENIOS NO UNIFORMES----SIXTH. Borrower and Lender further covenant and agree as follows:-------SEXTA: El Deudor y el Acreedor Hipotecario, además convienen y acuerdan lo -19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the security instrument, Borrower shall collect and receive all rents and revenues of the property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.--------If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this security instrument; (b) Lender shall be entitled to collect and receive all of the rents of the property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant .-----Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph Nineteen (19) .----Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the property shall terminate when the debt secured by this security instrument is paid in full .---19. Cesión de Rentas. El Deudor incondicionalmente cede y traspasa al Acreedor Hipotecario todas las rentas e ingresos de la propiedad. El Deudor autoriza al Acreedor Hipotecario o a los agentes del Acreedor Hipotecario a cobrar las rentas e ingresos e instruye a cada arrendatario de la propiedad a pagar las rentas al Acreedor Hipotecario o a los agentes del Acreedor Hipotecario. Sin embargo, antes de la notificación del Acreedor Hipotecario al Deudor sobre el incumplimiento de cualquier convenio o acuerdo en la hipoteca, el Deudor cobrará y recibirá todas las rentas e ingresos de la propiedad como fiduciario en beneficio del Acreedor Hipotecario y el Deudor. Esta cesión de rentas constituye una cesión absoluta y no una cesión como garantía adicional solamente.----Si el Acreedor Hipotecario notifica al Deudor sobre el incumplimiento: (a) todas las rentas recibidas por el Deudor serán retenidas por el Deudor como fiduciario en beneficio del Acreedor Hipotecario solamente, a ser acreditadas a las sumas garantizadas por esta hipoteca; (b) el Acreedor Hipotecario tendrá derecho a cobrar y recibir todas las rentas de la propiedad; y (c) cada arrendatario de la propiedad pagará todas las rentas adeudadas y no pagadas al Acreedor Hipotecario o al agente del Acreedor Hipotecario cuando éste se lo demande por escrito al arrendatario.--El Deudor no ha otorgado ninguna cesión previa de rentas y no ha realizado ni realizará ningún acto que impediría que el Acreedor Hipotecario ejerza sus derechos bajo este Párrafo Diecinueve (19).-----El Acreedor Hipotecario no estará obligado a entrar, tomar control o mantener la propiedad antes o después de notificar sobre el incumplimiento al Deudor. No obstante, el Acreedor Hipotecario o una persona designada judicialmente para recibirla podrán hacerlo cuando se produzca cualquier incumplimiento. Cualquier aplicación de rentas no subsanará ni condonará ningún incumplimiento ni invalidará ningún otro derecho o recurso del Acreedor Hipotecario. Esta cesión de rentas de la propiedad concluirá cuando la deuda garantizada por esta hipoteca se pague por completo.---- 20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph Nine (9), Lender may foreclose this security instrument by judicial

proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, costs of





documentary evidence, abstracts and title reports.

- —20. Procedimiento de Ejecución. Si el Acreedor Hipotecario requiere el pago total inmediato bajo el Párrafo Nueve (9), el Acreedor Hipotecario podrá ejecutar esta hipoteca mediante un procedimiento judicial. El Acreedor Hipotecario tendrá derecho a cobrar en tal procedimiento todos los gastos de ejecución, incluyendo, sin limitación, honorarios de abogados, el costo de evidencia documentaria, informes y estudios de
- —21. Rango del Gravamen. La cantidad total garantizada por esta hipoteca tendrá el mismo rango sobre cualquier otro gravamen de la propiedad que si la cantidad total se hubiese desembolsado en la fecha en la que se efectuó el desembolso inicial, sin importar la fecha real de cualquier desembolso. La cantidad garantizada por esta hipoteca incluirá todos los pagos directos efectuados por el Acreedor Hipotecario al Deudor y todos los otros adelantos de préstamo permitidos por esta hipoteca con cualquier propósito. Esta prioridad de rango del gravamen se aplicará a pesar de lo indicado en cualquier constitución, ley o disposición estatal, pero no afectará prioridad ó rango de ningún gravamen por contribuciones o impuestos especiales que se deban a la entidad estatal o del gobierno local.
- --22. Liberación. Al pago de todas las cantidades garantizadas por esta hipoteca, el Acreedor Hipotecario liberará y cancelará esta hipoteca a costo del Deudor, o, a opción del Deudor, endosará el pagaré "para cancelación solamente". El Acreedor Hipotecario podrá cobrar al Deudor un cargo por liberar esta hipoteca, pero solamente si el cargo se paga a una tercera persona por servicios prestados y la ley aplicable permite dicho cargo.
- ---23. Waiver of Homestead Rights. Borrower hereby waives in favor of the Lender, to the fullest extent allowed by applicable law, all homestead and similar rights conferred upon Borrower by any Applicable Law, including, without limitation, the provisions of the Puerto Rico "Ley de Hogar Seguro", Puerto Rico Laws Annotated, Title thirty one, Sections eighteen fifty one to eighteen fifty seven (31 LPRA 1851 to 1857)-------
- —23. Renuncia a los Derechos de Hogar Seguro. El Deudor por la presente renuncia a favor del Acreedor Hipotecario, al mayor grado permitido por la ley aplicable, todo derecho de hogar seguro y derechos similares conferidos al Deudor por cualquier ley aplicable, incluyendo pero sin limitación, a las disposiciones de la "Ley de Hogar Seguro de Puerto Rico", Leyes de Puerto Rico Anotadas, Título treinta y uno, Secciones dieciocho cincuenta y uno a dieciocho cincuenta y siete (31 LPRA 1851 a 1857)—————
- ---24. Obligatory Loan Advances. Lender's responsibility to make loan advances under the terms of the loan agreement, including loan advances of principal to Borrower as well as loan advances for interest, "MIP", servicing fees, and other charges shall be obligatory.--
- ---24. Adelantos de Préstamo Obligatorios. La responsabilidad del Acreedor Hipotecario de realizar adelantos de préstamo bajo los términos del Contrato de Préstamo, incluyendo adelantos de préstamo del principal al Deudor así como adelantos de préstamo por intereses, "MIP", gastos por la administración del préstamo y otros cargos será obligatoria.
- ---25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this security instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this security instrument as if the rider(s) were a part of this security instrument.

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—SEVENTH. Lowest Bid. Pursuant to the provisions of this first mortgage and the Mortgage and Property Registry Act of Puerto Rico, Borrower and Lender value the property at an amount equal to the appraised value of the property at loan origination, which value shall serve as lowest bid at the first auction in the event of foreclosure.-----

--EIGHTH. Recording in the Registry of Property. Borrower expressly agrees with lender that in the event that it is not possible to record this security instrument as a first mortgage lien, for any reason whatsoever, in the corresponding Section of the Registry of Property is a senior lien over any and every other lien and without defects of any kind, within a period not to exceed sixty (60) days from the execution of this security instrument, the debt shall become totally due and Lender may proceed with its judicial collection.

---NINTH. Security Instrument and Note; Interpretation. The first mortgage and the note have been originally drafted in English ad the interpretation of their text in this language shall prevail over its Spanish translation.

—NOVENA. Hipoteca y Pagaré; Interpretación. La primera hipoteca y el pagaré han sido originalmente creados en inglés, y la interpretación de su texto en este idioma prevalecerá sobre su traducción al español.-

---TENTH. BORROWER: The Borrower (s) is (are):--

---IGNACIO FELICIANO MARTINEZ also known as IGNACIO FELICIANO, of legal age, single, property owner and resident of Añasco, Puerto Rico, of who I GIVE FAITH of being personally known to me.-----

---DÉCIMA. DEUDOR: El(Los) Deudor (es) es (son):-----

---IGNACIO FELICIANO MARTÍNEZ también conocido como IGNACIO FELICIANO, mayor de edad, soltero, propietario y vecino de Añasco, Puerto Rico, a quien doy fe de conocer personalmente.

---ELEVENTH. LENDER: The Lender is: ----

---SENIOR MORTGAGE BANKERS, INC., represented in this act by Marta Ruiz Rodríguez, of legal age, single, en executive, resident of Carolina, Puerto Rico, whom is authorized to represent Senior Mortgage Bankers, Inc. by a Corporate Resolution issued on the Thirty First (31st) day of May, Two Thousand Eleven (2011) by its Board of Directors and with affidavit number Two Thousand One Hundred Five (2,105) by Notary Public Fernando E. Doval Santiago, who is personally known to me.

---Lender's address is: "Triple S Plaza, 12th. Floor, 1510 Roosevelt Ave., Guaynabo, PR 00968" or such other address as Lender may indicate in writing.----

---UNDÉCIMA. ACREEDOR HIPOTECARIO: El Acreedor Hipotecario es:--

----SENIOR MORTGAGE BANKERS, INC, representado en este acto por Marta Ruiz Rodríguez, mayor de edad, soltera, ejecutiva, residente de Carolina, Puerto Rico, quien está autorizada a representar a Senior Mortgage Bankers, Inc. según surge de Resolución Corporativa emitida el treinta y uno (31) de mayo de dos mil once (2011), por su Junta de Directores y con número de testimonio dos mil ciento cinco (2,105) ante el Notario Público Fernando E. Doval Santiago, a quien Doy Fe de conocer personalmente.

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-----WARNINGS-

The Notary Public certifies that he or she has advised the appearing party(ies) that, if the property is subject to one or more liens that enjoy prior rank over this security instrument, the Lender will retain from the proceeds of the loan a sum sufficient to pay and cancel said liens. The Lender, by the disbursal of funds evidenced by the note, has agreed to remit payment thereof to the holders of such liens within five (5) working days following the execution of this security instrument, in order to secure the cancellation of such liens; although there is no absolute guaranty that said cancellation will be performed. The Borrower has the right to require that such liens be cancelled concurrently with the execution of this security instrument, but is advised that, as in most cases, promissory notes secured by mortgages may not be available for cancellation at this time. These warnings having been made, the Borrower hereby waives the right to require that said liens be cancelled concurrently with the execution of this security instrument.

------ADVERTENCIAS-----

----El Notario Público certifica que ha advertido a la(s) parte(s) compareciente(s) que de estar la propiedad afecta a uno o más gravámenes de rango superior a esta hipoteca, el Acreedor Hipotecario retendrá del producto del préstamo la suma suficiente para cancelarlos. El Acreedor Hipotecario, mediante el | desembolso de los fondos evidenciados por el pagaré, ha acordado remitir pago de los mismos a los tenedores de dichos gravámenes dentro de cinco (5) días laborables luego del otorgamiento de esta hipoteca, con el fin de asegurarse de la cancelación de los mismos; no obstante, no hay garantía absoluta que se lleve a cabo dicha cancelación. El Deudor tiene derecho a requerir que se cancelen dichos gravámenes concurrentemente con la constitución de esta hipoteca, pero se le advierte que, como en la mayoría de los casos, los pagarés garantizados por hipotecas pueden no estar disponibles para cancelación en este momento. Habiéndose hecho estas advertencias, el Deudor por la presente renuncia a su derecho de requerir que dichos gravámenes se cancelen concurrentemente con la constitución de esta hipoteca. -----

----If the Borrower has the right under applicable law to rescind this transaction, then the Lender will not disburse any of the proceeds of the loan until the rescission period has expired, or until the Borrower waives said rescission right as provided by applicable law.-----

-----ACCEPTANCE--

Public, made to the appearing part(ies) the necessary legal warnings concerning the execution of the same. I, the Notary Public, advised the appearing part(ies) as to their right to have witnesses present at this execution, which they waived. The appearing part(ies), having read this deed in its entirety, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. Whereupon the appearing part(ies) sign this deed, before me, the Notary Public, and sign their initials on each and every page of this deed.

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--ACEPTACIÓN--

---Los comparecientes acepta(n) esta escritura en su totalidad, y yo, el Notario Público, hice a los comparecientes las advertencias legales pertinentes relativas a este otorgamiento. Yo, el Notario Público, advertí a la(s) parte(s) compareciente(s) de su derecho a tener testigos presentes en este otorgamiento, al cual derecho renunciaron. Habiendo el (los) compareciente(s) leído esta escritura en su totalidad, la ratifican totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones, términos y condiciones. En virtud de lo cual, el (los) compareciente(s) firma(n) esta escritura ante mí, el Notario Público, y fija(n) su(s) inicial(es) en cada uno de los folios de esta escritura.

---I, the Notary Public, give faith as to having expressed to the appearing parties the legal warnings applicable to the execution of this deed; that in the execution of this mortgage deed all the formalities required by the Notary Law of Puerto Rico have been observed; and that all such formalities have been performed in one single act without any interruption whatsoever. And I, the Notary Public, GIVE FAITH as to everything stated and contained in this instrument, which I sign, mark, stamp and rubricate.

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"I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT
COPY OF ITS ORIGINAL AND OF THE CERTIFIED TOPY
THAT HAS BEEN SUBMITTER FOR LECORDING IN THE
CORRESPONDING REGISTRY OF PROPERTY"

HECM - Puerto Rico - 1st Mortgage fd

UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

FINANCE OF AMERICA REVERSE	,
LLC	

Plaintiff

CIVIL ACTION NO.:

FRANCES RIOS DE MORAN. ESO.

VS.

IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO, ET. ALS.,

Defendants

SUMMONS IN A CIVIL

To: IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO LOT 255 LOS MANGOES STREET, MARIA COMM, AÑASCO, PR 00610

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.P. 12 (a)(2) or (3) - or 90 days in a Social Security Action - you must serve on the Plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ROBERTSON ANSCHUTZ & SCHNEID, P.L.

Andrés Sáez Marrero, Esq.
USDC-PR: 229802
Attorneys for Plaintiff
PRSERVICE@RASFLAW.COM

6409 Congress Ave., Suite 100, Boca Raton, FL 33487 Telephone: 561-241-6901 (1544) Facsimile: 561-997-6909

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

	, , , , , , , , , , , , , , , , , , ,
	CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

This summons for (name of individual and title, was received by me on (date)	if any)	
[] I personally served the summons on the		
	on (date)	; or
[] I left the summons at the individual's re	esidence or usual place of abode v	vith (name)
, a	a person of suitable age and discre	etion who resides there,
on (date), and maile	ed a copy to the individual's last ki	nown address; or
[] I served the summons on (name of individual	ual)	, who is
designated by law to accept service of process	on behalf of (name of organization)	
	on (date)	; or
[] I returned the summons unexecuted bec	eause	; or
[] Other (specify)		
My fees are \$ for travel and \$		
I declare under penalty of perjury that this	information is true.	
Date:		
	Server's St	ignature
	Printed nam	e and title
	Server's A	Address
Additional information regarding attempted se	rvice, etc.	

UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

FINANCE OF AMERICA REVERSE,
LLC

Plaintiff

CIVIL ACTION NO.:

VS.

IGNACIO FELICIANO MARTINEZ A/K/A IGNACIO FELICIANO, ET. ALS.,

Defendants

SUMMONS IN A CIVIL

To: UNITED STATES OF AMERICA

C/O US ATTORNEY, DISTRICT OF PUERTO RICO TORRE CHARDON, SUITE 1201, 350 CARLOS CHARDON STREET SAN JUAN, PR, 00918

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.P. 12 (a)(2) or (3) - or 90 days in a Social Security Action - you must serve on the Plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ROBERTSON ANSCHUTZ & SCHNEID, P.L.

Andrés Sáez Marrero, Esq.
USDC-PR: 229802
Attorneys for Plaintiff
PRSERVICE@RASFLAW.COM

6409 Congress Ave., Suite 100, Boca Raton, FL 33487 Telephone: 561-241-6901 (1544) Facsimile: 561-997-6909

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.

	CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

(1 mis section should not be fued with		
This summons for <i>(name of individual and title</i> was received by me on <i>(date)</i>	e, if any) 	
[] I personally served the summons on the	ne individual at (place)	
	on (date)	; or
[] I left the summons at the individual's	residence or usual place of abode wi	th (name)
	, a person of suitable age and discreti	ion who resides there,
on (date), and mai	led a copy to the individual's last kno	own address; or
[] I served the summons on (name of indivi	idual)	, who is
designated by law to accept service of proces	s on behalf of (name of organization)	
	on (date)	; or
[] I returned the summons unexecuted be	ecause	; or
Other (specify)		
My fees are \$ for travel and	d \$ for services, for a t	
I declare under penalty of perjury that this	s information is true.	
Date:		
	Server's Sign	nature
	Printed name	and title
	Server's Ad	Idress
Additional information regarding attempted s	service, etc.	