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Doc Number: **0829403**

08/23/2013 11:09 AM

OFFICIAL RECORDS

Requested By
EVERHOME MORTGAGE

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 18.00

Bk: 0813 Pg: 6295



Deputy sg

When Recorded Return To:

✓ **EVERBANK**

301 West Bay Street CC318

Jacksonville, FL 32202

Attw: *Stuart Deelles*

AFFIDAVIT OF LOST NOTE

We, **EVERBANK**, whose address is 301 West Bay Street, Jacksonville, FL 32202, depose and say that:

1. The Note has been lost, misplaced or destroyed and after the exercise or due diligence, the same cannot be located.
2. The Note is in the amount of \$20,000.00 with interest of 0% per annum executed by Stacy K. Chambers. The Note provides for monthly payments, beginning on November 15, 2011 and continuing thereafter until October 15, 2019, when all remaining principal and interest is due.
3. PMI Mortgage Insurance Company is the current owner of the Note and the Note, nor any part thereof, has been assigned to any other person or entity.
4. A copy of the Note is attached hereto and it is a true and correct copy of the Original Note.

OATH or AFFIRMATION

Dated: 8-15, 2013

EVERBANK

By
Its:

Janet Koenig

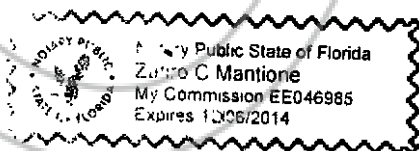
Assistant Vice President

Janet Koenig


State of: Florida
County of: Duval

On the 15th day of August 2013 before me, personally appeared _____, Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Zafiro Mantione

	PROMISSORY NOTE
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CREDITOR: PMI Mortgage Insurance Co. 3003 Oak Rd. Walnut Creek, CA 94597 (800) 685-4764	BORROWER(S):	STACY K CHAMBERS
	PMI Certificate Number:	35919805

PROMISE TO PAY.

In consideration of PMI's advance of Twenty Thousand dollars and Zero cents (\$20,000.00), (the "Principal Sum") to or on behalf of Borrower, Borrower hereby promises to repay the Principal Sum to the order of PMI at it's address set forth herein or such other address as PMI may designate, according to the following schedule:

95	monthly payments of	\$208.33	each, beginning on	11/15/2011
1	monthly payment of	\$208.65	ending on	10/15/2019

Each payment will be due on the 15th day of each month. The final payment from Borrower shall be due on October 15th, 2019 (the "Maturity Date") and shall consist of the then remaining unpaid principal balance.

INTEREST ACCRUAL.

a. Ordinary Interest.

The Principal Sum shall bear interest at the annual rate of zero percent (0.00 %), which corresponds to a daily accrual rate of zero (0.00%) unless and except as set forth below.

b. Default Interest.

Notwithstanding the foregoing, Borrower agrees that in the event of a Default, as set forth herein, the then current unpaid principal balance will bear interest which shall accrue at the rate of ten percent (10%) per annum of the then outstanding unpaid principal balance, or such lesser rate as limited by law. Interest accrual will commence on the first business day following the Maturity Date.

c. Accrual.

Interest shall accrue and be compounded daily, as a fraction of the corresponding annual accrual rate.

PREPAYMENT. Borrower may prepay this Note in full or in part at any time without penalty. Partial prepayments shall be applied to the last-scheduled installments in reverse chronological order, starting with the final scheduled monthly installment. Prepayment of any amount shall not alter the Borrower's obligation to pay any installment when due, in the amount specified, as set forth above, unless such Prepayment satisfies the then unpaid principal balance remaining due.



BORROWER'S DEFAULT.

- A. The following events constitute a Default:
- i. The Borrower fails to make any scheduled payment within fifteen (15) days after the payment due date; or
 - ii. PMI becomes aware that the Borrower misrepresented information or falsified documents which were material to PMI's decision to enter into this Agreement; or
 - iii. The Borrower dies, becomes insolvent, files for bankruptcy protection or is legally unable to manage their own affairs; or
 - iv. The Borrower fails to repay all amounts due by the Maturity Date; or
 - v. The Borrower violates any provision of this Note; or
 - vi. The Borrower sells or disposes of the collateral, if any, securing this Note.

REMEDIES. Upon Borrower's Default, PMI may, at its option and as permitted by applicable law, accelerate this Note and declare the entire unpaid principal balance then outstanding, immediately due and payable. Upon so doing, the Maturity Date shall become the date of such Default, notwithstanding any provision to the contrary, contained herein. PMI may seek any remedy at law or in equity to which it is entitled upon Borrower's Default. Borrower agrees to reimburse PMI for all legal and administrative costs or fees incurred by PMI (including allocated costs and expenses of in-house attorneys and staff) to enforce, or collect amounts due under this Note, which result from Borrower's Default, whether or not any legal proceeding is commenced hereunder.

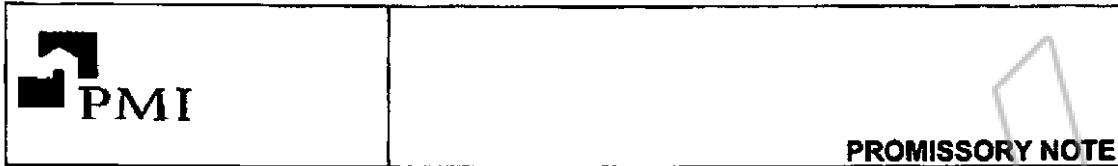
WAIVERS. Borrower waives demand and presentment for payment, notice of non-payment or dishonor, notice of protest and protest of this Note and agrees that its liability hereunder shall not be affected by any renewals, amendments or modifications of this Note, or extensions of the time of payment of all or any part of the amount owing hereunder at time or times.

JOINT AND SEVERAL LIABILITY. If more than one person is obligated on this Note, their obligations and agreements under this Note shall be joint and several. Reference in this Note to "Borrower" shall include all persons who sign this Note.

CREDIT REPORTS. The Borrower authorizes PMI to periodically obtain credit reports. PMI will be responsible for the cost of the reports.

MODIFICATION. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and undertakings relating to the matters provided for herein. No provision of this Note shall be modified or limited except by a written agreement signed by both parties to this Note. This Note shall be governed by the laws of the State of California without reference to conflicts of laws provisions thereof which, but for this provision, would require the application of the law of any other jurisdiction.

PRE-PAYMENT DISCOUNT. At any time prior to the Maturity Date, the Borrower may satisfy this Note in full by paying eighty-five percent (85%) of the then unpaid principal balance in a single lump sum which exceeds the amount of the then next scheduled installment due under the Note, in certified funds.



WAIVER OF ANTI-DEFICIENCY AND ONE-ACTION LAWS. Borrower expressly and irrevocably waives and renounces and agrees not to plead or assert, any rights, privileges, benefits and defenses that may be available to Borrower under the laws of the State of California or any similar law in any jurisdiction for protection from the recovery of a deficiency or from the bringing of an action for the recovery of a debt, including without limitation, any and all rights Borrower may have under, arising out of or based on California Code of Civil Procedure sections 580a, 580b, 580d or 726, as the same may be in effect from time to time. Borrower acknowledges having had an opportunity to consult with an attorney concerning this waiver before signing this Note and has either done so, or knowingly decided not to do so. Borrower now grants this waiver voluntarily with the intent of fully and finally extinguishing Borrower's rights under the anti-deficiency and one-action laws described in this paragraph, to the extent that such laws could be applied to limit enforcement of this Note.

CHANGE OF ADDRESS. Borrower shall notify PMI at the address listed herein, of any change of address within thirty (30) days of such change.

NOTICES. All notices shall be considered received when mailed via registered first class mail or private express courier service, and sent to the following address:

If to PMI: PMI Mortgage Insurance Co. Attn: Subrogation Department 3003 Oak Rd. Walnut Creek, CA 94597	If to Borrower: STACY K CHAMBERS
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NON-WAIVER. PMI, in its sole discretion, may assert or refuse to assert any right granted to it in this Note. Any forbearance or failure, refusal or delay in assertion of any right under this Note by PMI shall not constitute a waiver of such right.

SEVERABILITY. If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes nearest to the intent of such invalid or unenforceable term or provision.

COUNTERPARTS. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

ASSIGNMENT and DELEGATION. PMI may sell, transfer or assign its rights under this Note upon providing notice to Borrower. Borrower may not delegate any obligation under this Note to any third party, without prior written consent from PMI.

	PROMISSORY NOTE
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<i>Stacy Chambers</i>			
Name: <i>Stacy K. Chambers</i>		Name:	
Date: <i>7-15-11</i>		Date:	
Notary Seal (required):		Notary Seal (required):	

