LAND USE HEARING OFFICER VARIANCE REPORT

## APPLICATION NUMBER: VAR 21-0802

LUHO HEARING DATE: July 26, 2021
CASE REVIEWER: Steve Beachy, AICP

REQUEST: The applicant is requesting multiple variances to accommodate a proposed three-lot subdivision of property zoned ASC-1 that is located in the Urban Service Area and designated RES-4 in the Comprehensive Plan.

## VARIANCE(S):

## Minimum Lot Area

Per LDC Section 6.01.03.N, required minimum lot area shall not include submerged lands, conservation areas or preservations areas except as otherwise permitted in certain agricultural districts by Section 6.01.01. Per LDC Section 6.01.01, the required minimum lot area in the ASC-1 district is 1.0 acre, of which 20 percent may consist of conservation and preservation areas or other wet areas which receive density credits under the Comprehensive Plan. Per Comprehensive Plan Policy 8.6, when properties include lakes, only land above the mean high water line may be used in determining acreage size. In the subject case, the wetlands shown on the submitted survey are submerged lands in Long Pond and therefore do not receive density credits under the Comprehensive Plan and cannot contribute to lot size calculations for the proposed lots. The applicant requests:

- A 0.2-acre reduction in the required lot area for Lot 1 to allow a lot area of 0.8 acres.
- A 0.2-acre reduction in the required lot area for Lot 2 to allow a lot area of 0.8 acres.
- A 0.1-acre reduction in the required lot area for Lot 3 to allow a lot area of 0.9 acres.

The proposed lot area for each lot will be comprised entirely of uplands.

## Minimum Lot Area to Include Easement

Per LDC Section 6.01 .03 .N, privately owned access easements may be included in lot width calculations but shall not be included in calculating compliance with the minimum lot area for individual lots. The proposed subdivision will contain a 30 -foot-wide easement across portions of Lots 1 and 2 . The applicant requests:

- To include approximately 8,022 square feet of easement area in the lot size calculation for Lot 1 .
- To include approximately 5,037 square feet of easement area in the lot size calculation for Lot 2 .


## Minimum Lot Width

Per LDC Section 6.01.01, a minimum lot width of 150 feet is required in the ASC-1 district. The applicant seeks a 14 -foot reduction to the required lot width for Lot 3 of the proposed subdivision to allow a width of 136 feet.

## FINDINGS:

- Per LDC Section 11.04.01, density variances may not be requested. The subject property is designated RES-4 in the Comprehensive Plan which allows a potential maximum of 10 dwelling units. Therefore, the requested lot size reductions to create a three-lot subdivision do not constitute a density variance.


## DISCLAIMER:

The variance listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.



VARIANCE REQUEST

1. Project Narrative: In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.
$\qquad$ minimum lot area caculation.
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$\qquad$
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$\qquad$
2. A Variance is requested from the following Sections) of the Hillsborough County Land Development Code:

$$
6.01 .03 \mathrm{~N}
$$

ADDITIONAL INFORMATION

1. Have you been cited by Hillsborough County Code Enforcement? No $\qquad$ Yes $\qquad$ If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property? No $\qquad$ Yes the applications): Subdivision and Site Development Application. Folio\# 66618.0000
3. Is this a request for a wetland setback variance? No $\qquad$ Yes $\qquad$
If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet (Attachment A).
4. Please indicate the existing or proposed utilities for the subject property:

Public Water $\qquad$ Public Wastewater $\qquad$ Private Well $\qquad$ Septic Tank $\qquad$
5. Is the variance to allow a third lot on well and/or septic or non-residential development with an intensity of three ERC's? No $\qquad$ Yes $\qquad$ If yes, you must submit a final determ ination of the "Water, Wastewater, and/or Reclaimed Water - Service Application Conditional Approval - Reservation of Capacity" prior to your public hearing (form may be obtained from $19^{\text {th }}$ floor County Center).

## VARIANCE CRITERIA RESPONSE

You must provide a response to each of the following questions. If additional space is needed, please attach extra pages to this application.

1. Explain how the alleged hardships or practical difficulties are unique and sing uar to the subject property and are not those suffered in common with other property similarly located?
The subject property has 168 foot frontage that is enough for ASCI zoning to divide to 3 lots. To the North, the neighbor didn't indicate the potential use of the easenuet To the 5 south, the neighbor has 100 feet frontage that is not enough to
divide to 3 lots.
2. Describe how the literal requires ens of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC. The Land Developinent Code (LDC) 6.01 .03 N . re quines the eagencect need to be 30 feet width in stead of the existing $1 z$ feet which makes not enough area for each of the 3 lots
3. Explain how the variance, if allowed, will not substa ntially interfere with or injure the rights of others whose proper y would be affected by allowance of the variance. The divided 3 lots will use the same easement in \& out the subject property. It will not substantially interfere or injure the rights of otlues whore property would affected by the allowance of the variance
4. Explain how the variance is in harmon $y$ with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02 .03 of the LDC for description of intent/purpose). The purpose of $I D C 1.02 .02$ is to allow the development of consistant with the Comprehensive Phi. The LDC 1.02 .03 B is good plowing to achive a minimum y density act the laid of the comprehensive plan. The granting of easement will allow t to develop hegher density and then the comprehensive plan would
5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship. velisued. I will net to start building w. that approval.
6. Explain how allowing the variance will result in substantial 1 justice being done, consider ing both the public benefit s intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance. We are trying to develop the higher density of the property in
Urban served area. With the allow g of the variance, I would Urban ser wed area. With the allowing go of the variance, I would It is $e$ public benefits to grant the Variance to breve the public benefits to be secured by the LDC

Prepared by
Elizabeth Kinigitly, an employee of
Finst American Thite Insuranoa Compary
1731 S. Kings Avenue
Brandon, Fiorida 33511
(813)514-2828

Return to: Grantee
File No.: 135/9-2404104
Consideration: $\$ 425,000.00$

## WARRANTY DEED

This indenture made on Aprll 11, 2017 A.D., by
A Key Too Homes Investment LLC, a Florida limited liability company
whose address is: 4501 Squirrel Run Way Vairico, FL 33596
hereinafter called the "grantor", to
Ronald C. Wang, an unmarried man
whose address is: $\mathbf{1 6 0 1}$ Seffnar Valrico Road Seffner, FL. 33584
hereinafter called the "grantee":
(Which tarms "Grantor" and "Grantee" shall include shingular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ( $\$ 10.00$ ) and other valuable considerations, receipt whereof is hereby acknowiedged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Forida, to-wit:

The South One-Half ( $\mathrm{S} 1 / 2$ ) of the South One-Half ( $\mathrm{S} 1 / 2$ ) of the North One-Half ( $\mathrm{N} 1 / 2$ ) of the NW $1 / 4$ of the NW $1 / 4$ of Section 13, Township 29 South, Range 20 East, said lands situate, lying and being in Hillisborough County, Florida.

Parced Identfication Number: $\mathbf{6 6 6 1 8 0 0 0 0}$
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of sald land in fee simple; that the grantor has good right and lawful authority to sell and convey sald land; that the grantor hereby fully warrants the titte to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent $t 9$ December 31st of 2016.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

A Key Too Homes Investment LLC, a Florida limited liability company

## By: Candicel:Salow Name: Candice V. Salow Title: Manager

Signed, sealed and delivered in our presence:


Print Name


## State of Florida

## County of Hillstorough

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on April 11, 2017, by Candice V. Sallow, as Manager, on behalf of A Key Too Homes Investment LLC, a Florida limited liability company, existing under the laws of the State of Florida, who is/are personally known to me or who has/have produced a valid driver's license as identification.


My Commission expires: $\qquad$




This instrument prepared by and return to:
ALbert Salem t AssOCiates, F.A. (DKW)
4600 w. Kennedy Blvd.
Tampa, Florida 33609
Property Appraisers
PIN: $U-13-29-20-22 z-000002-46540.0$
Folio: 066618-0000

## INSTR 2004004739

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RECDORDED 01/O6/2004 09:53:31 cm MIMED ANE CLERK OF COURT HILL BSORCNEA COUNTY
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THIS QUITCIATM DEED, executed this roth day of
 Single maniorirge party whose address in SCOGIN, as Trustee of the Buck SCOGIN LVING TRUST, dated Neinamionto Buck
 valrico road, serfner, florida $33584-6 i 51$, second party:

Wherever used harein the terms "first party" and "second party" shall include singular and plural, hera, legal representatives and assigns of individuals, And the successors and assigns of corporations, wherever the context an admits or requires.)

WITNFSSETTH, that the said first party, for and in consideration of the sum of sio.oo, in hand paid by the said second party. the receipt whereat is hereby Acknowledged, does hereby remise, release and guiftciaim unto the said second party forever, all che right, title, intorest, claim and demand which the said first party ha o in and to the following described lot, piece or parcel of land, situate, lying and being in the county of ililisborough. State of florida, to-wit:

The South one-Halt (S 'h) of the South one-Hale $1 \mathrm{~S}^{1 / 2 y}$ of the North one -Hall (N Ms) of the NW $1 / 4$ of the NW $1 / 1$ of Section 13 , Township 29 South, Range 20 East, said lands situate, lying and being in Millsborough County. Florida.
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining. and all the state, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.
...subject to a life estate remaining in buck scogin
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.



second witness Balt
Printed Name: EAM AN P Bots
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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    I HEREGY CERTIFY thet on this day, before me, an officer duly
authorized to administer oaths and take acknowledgements, personally
appeared, IONIE O. SCOGIN, JR. a/k/a BUCK SCOGIN, known to me to be the
person described it and who uxeculed the foregoing instrumenc., who 
acknowledged before me that he executed the same, that I relied upon the
followingiforit "f Sdentifilyotion of the abovennamed
person: AuskN Scogh FLA, A, and that an oath (wob) (was rot) taken.
            witness my hand and officigl seal in the county and state last
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(SEAL)


- Peeparéd by \& Return To: CThissy 1- Boatwright Sellers Title Company 1101 Lithia Pinecrest Rood Arandon, Florida 13511



INSTR 2005263320
O EX 15136 PG 1080
Pge 1080-1081; (2pgs)
MeCOROED O6/17/2005 12143.00 DW OLEAK OF CDN:
HIL Bsonover canty
DOC TAK PDIF.S. 201.0e) 4,200.00

## General Warranty Deed

Made this May 31, 2005 A D., By Buck Scogin For Life, Remainder to Buck Scogin, as Trustee of the Buck Scogin Livigg Truat, dated $11 / 13 / 2003$, whose post office addreas is., hereinafter calfed the grantor, to Suntrust Bank as Trustec for Candice V. Adams under Individuat Retirement Trust Agreemrnt dated May 10, 2005, whose post office address is: , hereinalier calied the granter:
 individuals, and the vecressors and ansigns of comporations!

Witnesseth, that the grantor, for and an consideration of the sum of Ten Dollars. (\$10.00) and other valuable considerations, receipt whereof ts hereby acknowiedged, hereby grams, bargaim, sells, aliens, remiscs, releases, conveys and confirms unto the grantee, all that certain land situate in Ifilsborough Coanty, Ftorids, viz:

## See Attached Schedule A

Said property is not the homestead of the Grantor under the lawh and constitution of the State of Florida in that nerther Granior mor any members of the hossetnold of Grantor ressude shereon.

## Parcel iD) Number:

Together with all the tenements, bereditaments and apportenances therets belonging or in anywise appertaining
To Have and to Hold, the same in fee simple forever.
And the gramfor hereby covenants whith said grastoe that the grantor is lawfully seized of said land in fee simpie; that the grantur has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said Jand and witl deleixd the same against the lawful claims of all persons whonsoever; and that said land is free of all encurribraxes except taxes accruing subsequent to December 31, 2002.

In Witneas Whereof, the sud grantor has signed and sealed these presents the day and year first above written


Winnsi Prinied Nome
State of Florida
County of Hillsborough
The foregoing instrument was acknowiedged before me this May 31, 2005, by Buck Scogin For Lifo, Remainder io Buck Sougin., as Trustee of the Buck Scogin Living Truat, dated 11/13/2003, who is/aro personally known to me of who bas prodaced drivers licenses as indentification


## Exbibit "A"

The South One-Half $\left(\mathrm{S} \mathrm{V}_{2}\right)$ of the South One-Half ( S (3) of the North One-Half (N $1 / 2$ ) of the NW $1 / 4$ of the NW $1 / 4$ of Section 13. Township 29 South, Trange 20 East, said Innds situate, lying wnd being in Hillsborough County, Forida.

## Record \& Rotum To:

Madison Trust Company
21 Robert Pitt Drive, Suite 201
Monsey, NY 10952
This deed has been preparud without the benefit of a title saarch
and no representation ls made as to the extent or quality of Grantor's
interest in the subject rasi eatats.
Madison Trust Company F/B/O Candice V. Adams, MTC Account \# MT1407004

THIS QUIT CLAIM DEED, executed this 2yed day of SepremezR, 2014, by SunTrust Bank as Trustee for Candice V. Adams under Individual Retirement Trust Agreement dated May 10, 2005, whose address is M6 4191, P.O. Box 1498 , Tampa, Florida, 33601-1498, Grantor, to Madison Trust Company, Custodian F/B/O Candice V. Adams, MTC Account \# MT1407004, whose post office address is: 21 Robert Pitt Drive, Suite 201, Monsey, New York, 10952, Grantee: (wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $\$ 10.00$, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, titte, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

The South One-Half ( $\mathrm{S} 1 / 2$ ) of the South One-Half ( $\mathrm{S} / 2 /$ ) of the North OneHalf ( $N_{1 / 2}$ ) of the NW $1 / 4$ of the NW $1 / 4$ of Section 13, Township 29 South, Range 20 East, said lands situate, lying and being in Hillsborough County, Florida.

Commonly known as: 1601 Seffner Valrico Road, Seffner, Florida 33584
Parcel ID U -13-29-20-ZZZ-000002-46540.0

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any, taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with ail and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


STATE OF FLORIDA

## COUNTY OF HIHEDOROUGH ORAXLI

The foregoing instrument was acknowledged before me this $22^{\text {Nib }}$ day of SEPTEMBER 2014, by MAUVEEN B. FINUCANE for SUNTRUST BANK, as Trustee for Candice V. Adams under Individual Retirement Trust Agreement dated May 10, 2005, who is personally known to me or who has produced as identification and who did not take an oath.


## Record \& Return To:

A Key Too Homes Investment. LLC 4501 Squirrell Run Way Valrico, FL 33596

This deed has been prepared without the benefit of a titie search and no representation is made as to the extent or quality of Grantor's interest in the subject real estate.

THIS QUIT CLAIM DEED, executed this $\frac{2 v^{+e}}{}$ day of Nivempr, 2014 by, Madison Trust Company, Custodian F/B/O Candice V. Adams, MTC Account \#MT1407004, whose address is 21 Robert Pitt Drive, Suite 201, Monsey, New York, 10952, Grantor, to A Key Too Homes Investment, LLC, whose post office address is 4501 Squirrell Run Way, Vairico, Florida, 33596:, Grantee: (wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that the said Grantor, for and in consideration of the sum of $\$ 10.00$, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged. does hereby remise, release and quit-claim unto the said Grantee forever, all the right, titie, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

The South One-Half ( $S^{1} / 2$ ) of the South One-Half ( $\mathrm{S}^{1 / 2}$ ) of the North OneHalf ( $\mathrm{N} 1 / 2$ ) of the NW $1 / 4$ of the NW $1 / 4$ of Section 13 , Township 29 South, Range 20 East, said lands situate, lying and being in Hillsborough County, Florida.

Commonly-known as: 1601 Seffner Valrico Road, Seffner, Florida 33584
Parcel ID U-13-29-20-ZZZ-000002-46540.0

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any, taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto beionging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said Grantor, ether in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Print Witness Name: Charles Finopr

MADISON TRUST COMPANY, Custodian f/b/o Candice V. Adams, MTC Account \# MT1407004

By: $\qquad$
Title: Dr operation
"GRANTOR"

STATE OF NEW YORK COUNTY OF ROCKLAND

The foregoing instrument was acknowledged before me this 20 day of november $\qquad$ , 2014, by Sara mage for MADISON TRUST COMPANY, Custodian f/b/o Candice V. Adams, MTC Account \# MT 1407004, who is personally known to me or who has produced as identification and who did not take an oath.

REBECCA HILARY PLOSZAJ NOTARY PUBIC STATE OF NEW YORK ROCKLAND COUNTY LC. W01PL6300257 COMM. EXP. 03/31/2018


Notary Public - State of New York

Prepared by
Elizabeth Knightly, an employee of First American Title Insurance Company
1731 S. Kings Avemue
Brandon, Florida 33511
(813)514-2828

Return to: Grantee

File No.: 13579-2404104
Consideration: $\$ 425,000.00$

## WARRANTY DEED

This indenture made on April 11, 2017 A.D., by

## A Key Too Homes Investment LLC, a Florida limited liability company

whose address is: $\mathbf{4 5 0 1}$ Squirrel Run Way Valrico, FL 33596
hereinafter called the "grantor", to

## Ronald C. Wang, an unmarried man

whose address is: $\mathbf{1 6 0 1}$ Seffner Valrico Road Seffner, FL 33584
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ( $\$ 10.00$ ) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, to-wit:

The South One-Half ( $\mathrm{S}_{1} / 2$ ) of the South One-Half ( $\mathrm{S}^{1 / 2}$ ) of the North One-Half ( $\mathrm{N} 1 / 2$ ) of the $\mathrm{NW} 1 / 4$ of the NW $1 / 4$ of Section 13, Township 29 South, Range 20 East, said lands situate, lying and being in Hillsborough County, Florida.

Parcel Identification Number: $\mathbf{6 6 6 1 8 0 0 0 0}$
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hoid, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawfui authority to sell and convey said land; that the grantor hereby fully warrants the titte to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2016.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

A Key Too Homes Investment LLC, a Florida limited liability company


Title: Manager

Signed, sealed and delivered in our presence:


Print Name: Zkency LCesing

## State of Florida



Witness signaturg Name: $\frac{\text { Cnount }}{\text { Print }}$

## County of Hillsborough

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on April 11, 2017, by Candice V. Salow, as Manager, on behalf of A Key Too Homes Investment LLC, a Florida limited liability company, existing under the laws of the State of Florida, who is/are personally known to me or who has/have produced a valid driver's license as identification.


My Commission expires: $\qquad$


Return To: Navy Federal Credit Union
PO. Bax 3340
Merrificld, VA 22119

## This Document Was Preparod By:

Kyle Waters
5550 Heritage Oaks Drive
Pensacola, FL 32526

## Mortgage

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrament" means this document, which is dated April 11, 2017, together with all Riders to this document.
(B) "Borrower" is RONALD C WANG, AN UNMARRIED MAN. Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Navy Federal Credit Union. Lender is a corporation organized and existing under the laws of United States of America, Lender's address is 820 Follin Lane, Vienna, VA 22180. Lender is the mortgagee uvder this Security Instrament.
(D) "Nofe" means the promissory note signed by Borrower and dated April 11, 2017. The Note states that Bornower owes Lender four hundred three thousand seven hundred fifty and 00/100 Dollars (U.S. $\$ 403,750.00$ ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2047.
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| $\square$ | Adjustable Rate Rider | $\square$ | Condominium Rider | $\square$ |
| :--- | :--- | :--- | :--- | :--- |
| $\square$ | Balloon Rider | $\square$ | Ptanned Unit Development Rider Home Ridor |  |
| $\square$ | $\square$ | $1-4$ Family Rider |  |  |
| $\square$ | VA Rider | Biweekly Payment Rider | $\square$ | Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effeet of law) as well as all applicable finai, non-appealable judicial opinions.
(1) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Misce/laneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Paymenr" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settiement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property

located in the County [Type of Recording Jurisdiction] of HILLSBOROUGH [Name of Recording Jurisdiction]: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF Parcel ID Number: 066 le $8-0000$ which currently has the address of 1601 SEFFNER VALRICO RD [Street] SEFFNER [City], Florida 33584 [Zip Code] ("Property Adirexs"):
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property:"
BORROWER COVENANTS that Rorrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.
Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late

Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. Hovever, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender. (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on umapplied funds. Lender may hold such unapplied funds unti] Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instnument or performing the covenants and agreements secured by this Security Instrument.

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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.
If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellancous Proceeds to princinal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.
3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments und other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leaschold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums paynble by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues. Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which puyment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.
Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data
and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.
The Funds shall be held in an institution whose deposits are insured by a federal agency. instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for bolding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.
If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds heid in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions nttributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which ean attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.
5. Proporty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires

insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a onetime charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certitication services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsibic for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower,
If Borrower faits to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiurns and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shali be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.


If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.
6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if darnaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation procecds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.
Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.
8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Materiat representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptey, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then

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Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, inchuding protecting and/or assessing the value of the Property, and securing and/or repairing the Property, Lender's actions can include, but nre not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/ or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.
Any amounts disbursed by Lender under this Section 9 shall become additional debt of Bortower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and the fee title shall not merge unless Lender agrees to the merger in writing.
10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the prerniums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage lnsurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivaient to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstunding the fact that the Loan is ultimately paid in fult, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve, Lender can no longer require loss rescrve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.
Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.


Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:
(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage lnsurance, and they will not entitle Borrower to any refund.
(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may Include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the time of such cancellation or termination.
11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to L.ender.
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and tender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptiy. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds. Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Procceds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellancous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.
In the event of a total taking, destruction, or loss in value of the Property, the Miscellancous Procecds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.
In the event of a partial taking, destruction, or loss in vulue of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing.

agree to extend, modify, forbear or make any accommodations with regard to the terms of this Sceurity Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrutnent shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.
14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.
If the Loan is subject to a law which sets maximum loan charges, and that Iaw is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount noccssary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.
15. Notices. All notices given by Borrower or Lender in connection with this Security fnstrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first elass mail or when uctually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the juristiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agrecment by

[^0]the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellancous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settie a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third paty that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shalt be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.
All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.
12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortizution of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower: Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shali not be a waiver of or preclude the exercise of any right or remedy.
13. Joint and Several Llability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can

contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.
As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender: (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Benoficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay alt sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
19. Borrower's RIght to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days bofore sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument.
Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agrecments; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender; (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereaffer the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.
Neither Borrower nor Lender may commence, join, or be foined to any judieinl action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.
21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affeeting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).
Borrower shall promptly give Lender written notice of (a) any investigation, elaim, demand, tawsuit or other action by any govemmental or regulatory agency or private party involving the Property and

any Hazardous Substance or Environmentai Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.
Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:
22. Accoleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a dafe, not less than 30 days from the date the notice is given to Borrower, by which the default must be eured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrumeni, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forcclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. Attorneys* Fees. As used in this Security Instrument and the Note, attomeys' fees shall inchude those awarded by an appellate court and any attorncys' feos incurred in a bankruptey proceeding.
25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.
Signs as "Borrower" solely for the purpose of waiving homestead rights.


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

## Borrower



Signed, sealed and delivered in the presence of:

## Wires

## Acknowledgment

State of Florida
County of $\mathrm{H} / 1 / 5$ borg h
This instrument was acknowledged before me on $\quad 4-11-201 t$ by RONALD C WANG. Such persons) is/are known to me or has/have produced An 12 Con as identification.


My commission expires: $\qquad$

| Loan Origination Organization: Navy Federal Credit | Loan Originator: Richard Castillo |
| :--- | :--- |
| Union | NILS ID: 842244 |

NILS ID: 399807

## EXHIBIT "A"

[Legal Description]
The South One-Half ( $S^{1} / 2$ ) of the South One-Half ( $S / 2$ ) of the North One-Half ( $N 1 / 2$ ) of the NW $1 / 4$ of the NW $1 / 4$ of Section 13, Township 29 South, Range 20 East, sald lands situate, lying and being in Hillsborough County, Florida.


VARIANCE APPLICATION
IMPORTANT INSTRUCTIONS TO ALL APPLICANTS:
You must schedule an appointment to submit this application by calling 813-272-5600. All requirements listed on the submittal checklist must be met. Incomplete applications will not be accepted.
 Folios): 66618.0000 Zoning: ASC-1 Future Land Use: $\qquad$ Property Size: $\qquad$
Property Owner Information
Name: RONALD C. WANG Daytime Phone: $\qquad$ $619-316-2493$
Address: $\qquad$ 14144 DURHULLEN Dr. City/State/Zip: $\qquad$ POWAY, CA. 92064
Email: ronsher12@hotmail.com FAX Number: $\qquad$
Name: $\qquad$ RONALD C. WANG ${ }^{\text {Applicant Information }}$ Daytime Phone: $619-316-2493$
Address: $\qquad$ 14144 DURHULLEN Dr. City/State/Zip: $\qquad$ POWAY, CA. 92064
Email: ronsher12@hotmail.com fax number: $\qquad$
Applicant's Representative (if different than above)
Name: $\qquad$ HERALD WANG Daytime Phone: $\qquad$ $619-261-4863$
Address: $\qquad$ 14144 DURHULLEN Dr. City / State/Zip: $\qquad$ PowAy, CA. 92064 Email: haraldWang@YAHOO.com FAX Number: $\qquad$
1 HEREBY S WEAR OR AFFIRM THAT AL L THE INFORMATION PROVIDED IN THIS APP LICATION PACKET ISTRU E AND ACCURATE, TO THE BEST OF M Y KNOWLEDGE, AND AUTHORIZE THE REPRESENTATIVE LISTED ABOVE TO ACT ON MY BEHALF FOR 界界APPLICATION.

Signature of Applicant
$\qquad$
$\underset{\text { RONALD }}{\substack{\text { Re or Piman Name }}}$ WANG
Signature of Property Owner

Type or Print Name
I HEREBY AUTHORIZE THE PROCESSING OF THIS APPLICATION AND RECOGNIZE THAT THE FINAL ACTION ON THIS PETITION SHALL BE BI NDING TO THE PROPERTY AS WELL AS TO CURRENT AND ANY FUTURE OWNERS.

Type or Print Name
RONALD C. WANG
$\qquad$


## PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

| Jurisdiction | Unincorporated County |
| :--- | :--- |
| Zoning Category | Agricultural |
| Zoning | ASC-1 |
| Description | Agricultural - Single-Family <br> Conventional |
| Flood Zone:AE | BFE $=48.9$ ft |
| Flood Zone:X | AREA OF MINIMAL FLOOD <br> HAZARD |
| FIRM Panel | 0385H |
| FIRM Panel | 12057 C0385H |
| Suffix | H |
| Effective Date | Thu Aug 28 2008 |
| Pre 2008 Flood Zone | X |
| Pre 2008 Flood Zone | A |
| Pre 2008 Firm Panel | 1201120385 E |
| County Wide Planning Area | Seffner Mango |
| County Wide Planning Area | Valrico |
| Community Base Planning <br> Area | Seffner Mango |
| Census Data | Tract: 012208 |
| Block: 1015 |  |

Folio: 66618.0000


Hillboorogi cont/ Fbina

## Folio: 66618.0000

PIN: U-13-29-20-ZZZ-000002-46540.0
RONALD C WANG
Mailing Address:
14144 DURHULLEN DR
POWAY, CA 92064-3013

## Site Address:

1601 SEFFNER VALRICO RD
SEFFNER, FI 33584
SEC-TWN-RNG: 13-29-20
Acreage: 4.94566011
Market Value: \$444,101.00
Landuse Code: 0100 SINGLE FAMILY

[^1]
[^0]:    
    Bankmes Syptertes "whiph
    

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