

**CASE #: 2025-0032**

**LEVY COUNTY, FLORIDA**

**VS**

**John Tate**

LEVY COUNTY, FLORIDA  
SPECIAL MAGISTRATE



LEVY COUNTY, FLORIDA

Code Case No.: 20250032

Petitioner,

VS.

Tate John  
11330 NE 84<sup>th</sup> CT  
Bronson, FL 32621  
Parcel ID 0323307300

Respondent,

---

**NOTICE OF HEARING**

Pursuant to Sections 162.06 and 162.12, *Florida Statutes, and Levy County Code of Ordinances*, Ordinance No. 34-40(1); you will please take notice that a public hearing will be conducted in the above-styled cause, on **Wednesday the 18th day of February, 2026 at 9:30 a.m.**, at the County Government Center Auditorium, 310 School Street, Bronson, Florida. The Special Magistrate will hear testimony, receive evidence, and make such findings of fact as are supported by the testimony and evidence pertaining to the matters alleged in the attached Statement of Violation and Request for Hearings. **Your failure to appear may result in a fine being imposed against you and a lien being placed on your property.** The case may be presented even if the violation has been corrected prior to the Special Magistrate hearing.

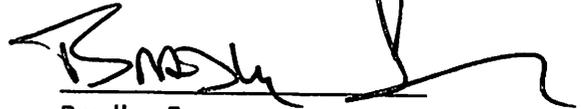
**PLEASE GOVERN YOURSELF ACCORDINGLY**

If a person wishes to appeal a decision with respect to any matter considered at this meeting, a record of the proceeding will be needed and, for this reason, such person may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. You will need to supply a copy of all evidence you present during the hearing to the Special Magistrate secretary to be included in the record.

**LEVY COUNTY, FLORIDA  
SPECIAL MAGISTRATE**

In accordance with the Americans with Disabilities act, person with disabilities needing special accommodations for attendance at this public hearing should contact the Levy County Code Enforcement office at (352) 486-5541, no later than 72 hours prior to the proceedings.

LEVY COUNTY, FLORIDA  
CODE ENFORCEMENT MANAGER

A handwritten signature in black ink, appearing to read 'Bradley Frazer', written over a horizontal line.

Bradley Frazer  
310 School St Suite 112  
Bronson, Florida 32621  
(352) 614-7785

**SPECIAL  
MAGISTRATE  
OF LEVY COUNTY, FLORIDA**

**LEVY COUNTY, FLORIDA**

**vs.**

**Case No. CE# 2025-0032**

**JOHN TATE  
11330 NE 84th CT  
Bronson, FL 32621**

**RESPONDENT**  
\_\_\_\_\_ /

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

This CAUSE came on for public hearing before the Special Magistrate, pursuant to Chapter 162, Part I, Florida Statutes. After due notice to the Respondent, the Special Magistrate heard testimony of and received evidence from the code enforcement officer. Respondent did not attend the hearing. Thereupon, the Special Magistrate hereby issues its Findings of Fact, Conclusions of Law, and Order as follows:

**I. FINDINGS OF FACT: The Special Magistrate makes the following findings of fact:**

**A. The Respondent owns real property situated within Levy County, Florida, described as follows:**

**SECTION 29 TOWNSHIP 11 RANGE 17 0001.25 ACRES E 1/2 NW 1/4 OF SE 1/4  
OF NE 1/4 OF SW 1/4 OR BOOK 968 PAGE 727**

**Parcel Number: 03233-073-00**

**B. The Respondent, as required by Fla. Stat. Chap. 162, received proper notice of the alleged violation and of the hearing thereon, which was held on August 20<sup>th</sup>, 2025.**

**C. The evidence presented proves that the owner has allowed the open storage and accumulation of junk and trash on their front porch.**

**II. CONCLUSIONS OF LAW: The above constitutes a violation of the following Levy County Code of Ordinances:**

**A. Sec. 34-40(a), Prohibited generally. It shall be unlawful for the owner of any land in the county to permit or to cause thereon the open storage and accumulation of junk, trash, and abandoned property, prohibited on residential, commercial or agriculture property.**

III. ORDER: The Special Magistrate orders as follows:

A. The Respondent shall cure the violation within thirty (30) days.

B. Pursuant to Fla. Stat. §162.06 and §162.12 and Levy County Code of Ordinances, Ordinance No. 01-03, the Respondent is assessed \$120.00 to cover the costs of administering this Code Violation Case.

C. In the event that the Respondent fails to cure the violations as set forth above, then a fine in the amount of \$100.00 per day will accrue beginning October 3<sup>rd</sup>, 2025, and continuing until the violations are cured.

D. Jurisdiction of this matter is reserved for the possible purposes of: (i) imposing a lien on the subject property as authorized under Fla. Stat. §162.09; (ii) recommending that the governing body of the County undertake remedial work to cure the violation; and (iii) taking other action as authorized under Fla. Stat. Chapter 162 or the County's Land Development Regulations.

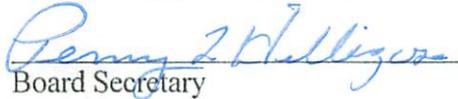
DONE AND ORDERED THIS 3 day of September 2025, at Levy County, Florida.

SPECIAL MAGISTRATE OF  
LEVY COUNTY, FLORIDA

  
Norm D. Fugate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail to the Respondent, Tate John, 11330 NE 84<sup>th</sup> CT, Bronson, FL 32621, this 5 day of September, 2025.

  
Board Secretary

**AFFIDAVIT OF REGULAR MAIL**

STATE OF (FLORIDA)  
COUNTY OF (LEVY)

**LEVY COUNTY, FLORIDA**  
**VS.**

**John Tate**

**CODE ENFORCEMENT BOARD CASE NO.: CASE #20250032**

I, **Bradley Frazer**, being duly sworn, deposed and says:

1. That I am employed by the **Code Enforcement Department of Levy County**.
2. That pursuant to Florida Statute 162.12, on the day of **February 3, 2026**, I received a copy of the attached **Notice of Hearing** for the hearing dated **February 18, 2026**
3. That on the day **4<sup>th</sup> of February, 2026**, I mailed said papers to **John Tate @ 11330 NE 84<sup>th</sup> Ct Bronson, FL 32621** by First Class Mail, U.S. Postal Service.

FURTHER, Affiant Saith not.

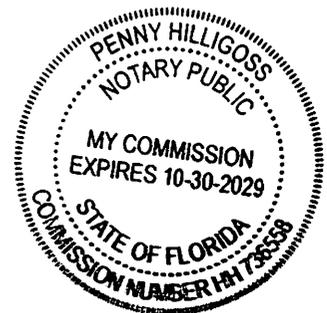
  
Staff

PERSONALLY APPEARED before me, the undersigned authority, who is personally known to me, and acknowledged that he/she did execute the foregoing Affidavit and did not take an oath.

SWORN AND SUBSCRIBED before me this day 5 of February, 2026.

  
Notary Signature

Notary Public, State of Florida County of Levy  
My Commission Expires:



**AFFIDAVIT OF NON\_COMPLIANCE**

STATE OF (FLORIDA)  
COUNTY OF (LEVY)

**LEVY COUNTY, FLORIDA**

**VS.**

John Tate

**RE: Parcel ID 03233-073-00**

**CODE ENFORCEMENT SPECIAL MAGISTRATE CASE NO.:2025-0032**

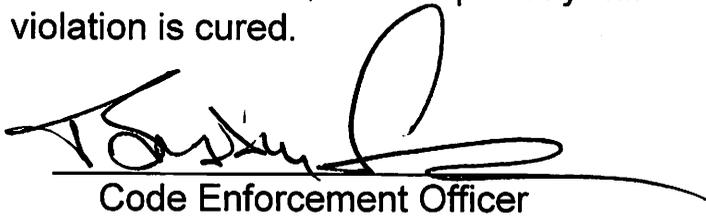
I, Bradley Frazer, being duly sworn, deposed and says:

1. That I am employed by the Code Enforcement Department of Levy County.

2. That in accordance with Levy County Ordinance Sec. 2-154, on the day of October, 3<sup>rd</sup>, 2025, A compliance inspection shall be conducted for compliance on said property as ordered on the September 3, 2025.

3. That on the day 3 of October, 2025, the above mentioned property is in **NON-COMPLIANCE** and a fine in the amount \$ 100.00 per day will accrue and continuing until the violation is cured.

FURTHER, Affiant Saith no



Code Enforcement Officer

PERSONALLY APPEARED before me, the undersigned authority, who is personally known to me, and acknowledged that he/she did Execute the foregoing Affidavit and did not take an oath.

SWORN AND SUBSCRIBED before me this day 29 of October, 2025.



Notary Signature

Notary Public, State of Florida County of Levy  
My Commission Expires:



This page is to pay current or delinquent taxes. This is not a purchase of a tax certificate.

If you want to purchase a certificate, please go [here](#)

**Any installment applications filed after April 30 will not be accepted for the upcoming tax season.**

Request Next Year Installment Plan

Tax Roll Property Summary							<a href="#">Click here for help</a>
Account Number		03233-073-00		Type		REAL ESTATE	
Address		<u>11330 NE 84 CT BRO</u>		Status			
Sec/Twn/Rng		Subdivision					
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	
<u>2014</u>	R	2014 03233-073-00	PAID	12/2014	421.04	<a href="#">Tax Bill</a>	
<u>2015</u>	R	2015 03233-073-00	PAID	12/2015	425.09	<a href="#">Tax Bill</a>	
<u>2016</u>	R	2016 03233-073-00	PAID	11/2016	433.96	<a href="#">Tax Bill</a>	
<u>2017</u>	R	2017 03233-073-00	PAID	11/2017	427.31	<a href="#">Tax Bill</a>	
<u>2018</u>	R	2018 03233-073-00	PAID	11/2018	585.24	<a href="#">Tax Bill</a>	
<u>2019</u>	R	2019 03233-073-00	PAID	11/2019	593.35	<a href="#">Tax Bill</a>	
<u>2020</u>	R	2020 03233-073-00	PAID	12/2020	638.77	<a href="#">Tax Bill</a>	
<u>2021</u>	R	2021 03233-073-00	PAID	11/2021	645.46	<a href="#">Tax Bill</a>	
<u>2022</u>	R	2022 03233-073-00	PAID	11/2022	666.75	<a href="#">Tax Bill</a>	
<u>2023</u>	R	2023 03233-073-00	PAID	12/2023	684.75	<a href="#">Tax Bill</a>	
<u>2024</u>	R	2024 03233-073-00	PAID	12/2024	685.80	<a href="#">Tax Bill</a>	
<u>2025</u>	R	2025 03233-073-00	PAID	12/2025	875.30	<a href="#">Tax Bill</a>	
Year	Roll	Account Number	Status	Date Paid	Amount Paid	Balance Due	

**CURRENT ACCOUNT DETAILS**

Account Number	2025	0323307300	<a href="#">Tax Bill</a>
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Property Description		Owner Information	
29-11-17 0001.25 ACRES E1/2 NW1/ 4 OF SE1/4 OF NE1/4 OF SW1/4 OR BOOK 968 PAGE 727		TATE JOHN 11330 NE 84TH CT BRONSON, FL 32621	
Current Values and Exemptions		Taxes and Fees Levied	
ASSESSMENT	49,073	TAXES	911.77
TAXABLE	24,073	TOTAL	911.77
WATER EX	25,000		
HOMESTD	25,000		
IF PAID BY: NOV - DEC 4    DEC 5-DEC 31    JAN 1-JAN 31    FEB 1-28    MAR 1-MAR 31			

PLEASE PAY:	875.30	884.42	893.53	902.65	911.77		
<b>Post Date</b>	<b>Receipt #</b>	<b>Pmt Type</b>	<b>Status</b>	<b>Disc</b>	<b>Interest</b>	<b>Total</b>	
12/02/2025	997 2025 0001508.0000	Full	Pmt Posted	\$36.47-	\$ .00	\$875.30	

**Links of Interest**

[LINK TO PROPERTY APPRAISER](#)

INSTR # 630929, OR BK: 1436 PG: 317, Recorded 10/16/2017 3:23 PM  
Rec: \$197.00 Mtg Doc: \$270.90 Int Tax: \$154.77 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk UWILLIAMS

When recorded, return to:  
Planet Home Lending, LLC  
Attn: Final Document Department  
105 Maxessa Road, Suite N107  
Melville, NY 11747

This document was prepared by:  
Sally Samlal  
Planet Home Lending, LLC  
105 Maxessa Rd., Suite N107  
Melville, NY 11747  
888-871-8500

✓ R LENDERS TITLE SOLUTIONS LLC  
25400 US HWY 19 N. STE 245  
CLEARWATER, FL 33763

Title Order No.: L-84460

LOAN #: 8104005137

L-94460

(Space Above This Line for Recording Data)

MORTGAGE

CASE #: 17-17-6-1869471

MIN 1006543-000040326-2  
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **October 4, 2017**, together with all Riders to this document.

(B) "Borrower" is **JOHN TATE, A MARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is Planet Home Lending, LLC.

Lender is a Limited Liability Company, Delaware.  
303, Meriden, CT 06450

organized and existing under the laws of  
Lender's address is 321 Research Parkway, Suite

(E) "Note" means the promissory note signed by Borrower and dated **October 4, 2017**. The Note states that Borrower owes Lender **SEVENTY SEVEN THOUSAND THREE HUNDRED EIGHTY FIVE AND NO/100\*** Dollars (U.S. \$77,385.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2047**.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

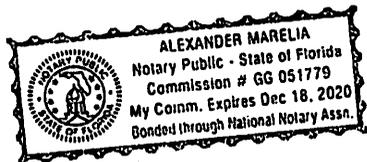
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FLEDEED (CLS)   
10/03/2017 12:43 PM PST



State of FLORIDA

County of LEVY

The foregoing instrument was acknowledged before me this 4th day of Oct. 2017 by JOHN TATE AND LAURIE TATE, who is/are personally known to me or who has/have produced FLD as identification.



[Handwritten Signature]  
Signature

Alexander Marelia

Printed Name

Title or Rank

Serial Number (if any)

Lender: Planet Home Lending, LLC  
NMLS ID: 17022  
Loan Originator: Rodrick Dean Hyde  
NMLS ID: 1266686



Initials: [Handwritten Initials]  
FLEDEED 0515  
FLEDEED (CLS)  
10/03/2017 12:43 PM PST



LOAN #: 8104005137  
CASE #: 17-17-6-1869471  
MIN: 1006543-0000040326-2

## VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

### NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 4th day of October, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Planet Home Lending, LLC, a Limited Liability Company

(herein "Lender")

and covering the Property described in the Security Instrument and located at  
11330 NE 84TH CT  
BRONSON, FL 32621

**VAGUARANTEED LOAN COVENANT:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

**LATE CHARGE:** At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans



LOAN #: 8104005137

Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

John Tate 10/4/17 (Seal)  
JOHN TATE DATE

Laurie Tate 10-4-17 (Seal)  
LAURIE TATE DATE

Initials: JT  
P8751ASR 0311  
P8751ASR (CLS)  
10/03/2017 12:43 PM PST JT



LOAN #: 8104005137  
CASE #: 17-17-6-1869471

**MANUFACTURED HOME RIDER TO THE MORTGAGE/  
DEED OF TRUST/TRUST INDENTURE  
OR OTHER SECURITY INSTRUMENT**

This Rider is made this 4th day of October, 2017 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Planet Home Lending, LLC, a Limited Liability Company**

(the "Note Holder")  
of the same date (the "Note") and covering the property described in the Security Instrument and located at **11330 NE 84TH CT, BRONSON, FL 32621**

(Property Address)

LEGAL DESCRIPTION:  
**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**  
APN #: **0323307300**

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

**A. PROPERTY:**

Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):

New \_\_\_\_\_ Used x Year 2001 Length 56 Width 28

Manufacturer/Make HOME OF MERIT

Model Name or Model No. FOREST MANOR

Serial No. FLHMLCF163724806A/B

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_  No Certificate of Title has been issued.

**B. ADDITIONAL COVENANTS OF BORROWER:**

(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under state and local law.



**LOAN #: 8104005137**

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

**C. RESPONSIBILITY FOR IMPROVEMENTS:**

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

**D. INVALID PROVISIONS:**

If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.

*John Tate* 10/4/17 (Seal)  
JOHN TATE DATE

*Laurie Tate* 10-4-17 (Seal)  
LAURIE TATE DATE

Initials: *JT*  
GMHR 1216  
GMHL (CLS)  
10/03/2017 12:43 PM PST *LT*



This document was prepared by:  
Sally Samial  
Planet Home Lending, LLC  
105 Maxess Rd., Suite N107  
Melville, NY 11747  
888-871-8500

LOAN #: 8104005137

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

STATE OF FL

COUNTY OF Levy

This Manufactured Home Affidavit of Affixation is made this 4th day of October, 2017 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to Planet Home Lending, LLC, a Limited Liability Company

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New \_\_\_\_\_ Used X \_\_\_\_\_ Year 2001 \_\_\_\_\_ Length 56 \_\_\_\_\_ Width 28 \_\_\_\_\_

Manufacturer/Make HOME OF MERIT \_\_\_\_\_

Model Name or Model No. FOREST MANOR \_\_\_\_\_

Serial No. FLHMLCF163724806A/B \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Initials: [Signature]  
GMANARDU 0116  
GMANARLU (CLS)  
10/03/2017 12:43 PM PST



LOAN #: 8104005137

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":  
11330 NE 84TH CT, BRONSON

Levy, FL 32621

(Street or Route, City)  
(County) (State, Zip Code)

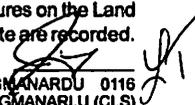
6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.  
**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Elle Mae, Inc.

Page 2 of 5

Initials: 

GMANARDU 0116  
GMANARLU (CLS)  
10/03/2017 12:43 PM PST





LOAN #: 8104005137

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

John Tate \_\_\_\_\_ 10/4/17 (Seal)  
JOHN TATE DATE

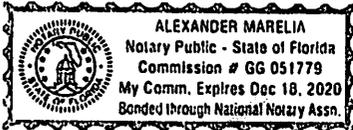
Laurie Tate \_\_\_\_\_ 10-4-17 (Seal)  
LAURIE TATE DATE

State of FLORIDA

County of LEVY

The foregoing instrument was acknowledged before me this 4th day of Oct, 17 by JOHN TATE AND LAURIE TATE, who is/are personally known to me or who has/have produced FLIP as identification.

Alexander Marelia  
Signature  
Alexander Marelia



Printed Name

Title or Rank

Serial Number (if any)

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 8104005137

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

Planet Home Lending, LLC, a Limited Liability Company

Lender

~~Rodrick Dean Hyde~~

Bobbie Stoldt

By: Authorized Signature

Agent for Planet Home Lending LLC

STATE OF: Florida

COUNTY OF: Pinellas

} ss.:

On the 10<sup>th</sup> day of Oct in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Bobbie Stoldt

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Stacey A Blackniak  
Notary Signature

Official Seal:

Stacey A Blackniak  
Notary Printed Name



Notary Public; State of Florida  
Qualified in the County of Pinellas  
My Commission expires: 3-16-20

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



When recorded, return to:  
Planet Home Lending, LLC  
Attn: Final Document Department  
105 Maxess Road, Suite N107  
Melville, NY 11747

LOAN #: 8104005137  
MIN: 1008543-0000040328-2

**REAL PROPERTY AND MANUFACTURED HOME  
LIMITED POWER OF ATTORNEY**

(Solely to execute or release title, mortgage or deed of trust, security filing,  
transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), JOHN TATE

whether one or more, each referred to below as "I" or "me," residing at:  
11330 NE 84TH CT, BRONSON, FL 32821

(Mailing Address).

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

New \_\_\_\_\_ Used  Year 2001 Length 56 Width 28

Make HOME OF MERIT

Model Name or Model No. FOREST MANOR

Ellie Mae, Inc.

Page 1 of 3

Initials: JS JT  
GMANPRDU 1114  
GMANPRLU (CLS)  
10/03/2017 12:43 PM PST



LOAN #: 8104005137

Serial No. FLHMLCF163724806A/B

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

permanently affixed to the real property located at

11330 NE 84TH CT  
BRONSON, FL 32621

(Street Address)

(City, State, Zip)

(County)

Levy

("Property Address") and as more particularly described on Exhibit A attached hereto (the "Real Property").

I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution,  
Planet Home Lending, LLC, a Limited Liability Company

("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated **October 4, 2017** executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.



LOAN #: 8104005137

WITNESS my hand and seal this 4th day of October, 2017.

John Tate 10/4/17 (Seal)  
JOHN TATE DATE

Laurie Tate 10.4-17 (Seal)  
LAURIE TATE DATE

State of FLORIDA

County of LEVY

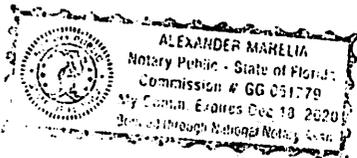
The foregoing instrument was acknowledged before me this 4th day of Oct  
LF by JOHN TATE AND LAURIE TATE, who is/are personally known to me or who has/have  
produced FLD as identification.

Alexander Marella  
Signature  
Alexander Marella  
Printed Name

Printed Name

Title or Rank

Serial Number (if any)



LT



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

E 1/2 of the NW 1/4 of the SE 1/4 of the NE 1/4 of the SW 1/4 of Section 29, Township 11 South, Range 17 East, Levy County, Florida.

Together with an easement over and across the South 30 feet of the N 1/2 of N 1/2 of S 1/2 of Section 29, Township 11 South, Range 17 East and the North 30 feet of the S 1/2 of N 1/2 of S 1/2 of Section 29, Township 11 South, Range 17 East, lying and being in Levy County, Florida.

"Together as an Improvement to the Land, that certain Manufactured Home / Mobile Home that is Permanently Affixed to the above Described Property" 2001 HOMES OF MERIT 56'L x 28"W Serial / VIN# FLHMLCF163724806AB

Also known as 11330 NorthEast 84th Court, Bronson, FL 32621

Parcel ID #0323307300

When recorded, return to:  
Planet Home Lending, LLC  
Attn: Final Document Department  
105 Maxess Road, Suite N107  
Melville, NY 11747

This document was prepared by:  
Sally Samlal  
Planet Home Lending, LLC  
105 Maxess Rd., Suite N107  
Melville, NY 11747  
888-871-8500

✓ R LENDERS TITLE SOLUTIONS LLC  
25400 US HWY 19 N, STE 245  
CLEARWATER, FL 33763

Title Order No.: L-94480

LOAN #: 8104005137

[Space Above This Line for Recording Data]

L-94480

**MORTGAGE**

CASE #: 17-17-6-1869471

MIN 1006543-0000040326-2  
MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **October 4, 2017**, together with all Riders to this document.

(B) "Borrower" is **JOHN TATE, A MARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is Planet Home Lending, LLC.

Lender is a Limited Liability Company, Delaware.  
303, Meriden, CT 06450

organized and existing under the laws of  
Lender's address is 321 Research Parkway, Suite

(E) "Note" means the promissory note signed by Borrower and dated **October 4, 2017**. The Note states that Borrower owes Lender **SEVENTY SEVEN THOUSAND THREE HUNDRED EIGHTY FIVE AND NO/100<sup>th</sup>** Dollars (U.S. **\$77,385.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2047**.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Initials: *[Signature]*  
FLEDEED 0515  
FLEDEED (CLS) *[Signature]*  
10/03/2017 12:43 PM PST



LOAN #: 8104006137

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

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**  
**APN #: 0323307300**

which currently has the address of **11330 NE 84TH CT, BRONSON,**

[Street] [City]

Florida **32621** ("Property Address")  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to

Initials: *[Signature]*  
FLEDEED 0515  
FLEDEED (CLS)  
10/03/2017 12:43 PM PST



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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 foreclosure 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, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy 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.

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

Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*

Alexander MarElla

Printed Name

Printed Name

*John Tate* 10/4/17 (Seal)  
JOHN TATE DATE  
11330 NE 84TH CT  
BRONSON, FL 32621

*Laurie Tate* 10-4-17 (Seal)  
LAURIE TATE DATE





11330  
TATE

2025/10/03  
09:34



2025/10/03  
09:34





2025/10/03  
09:39



11430  
LAKESIDE  
DR

2

2026/01/22  
11:47