

**Board of County Commissioners, Broward County, Florida  
Finance and Administrative Services Department  
RECORDS, TAXES & TREASURY**

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 33731**

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 504121-15-0060  
Certificate Number: 17406  
Date of Issuance: 06/01/2012  
Certificate Holder: CAZENOVIA CREEK FUNDING I LLC  
Description of Property: OAK VIEW ESTATES 130-16 B  
LOT 6

Name in which assessed: POZ ENTERPRISES  
Legal Titleholders: POZ ENTERPRISES  
8350 SW 28 ST  
DAVIE, FL 33328

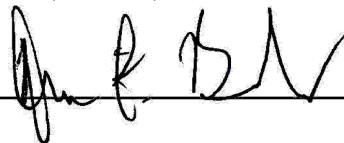
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of January, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauktion.net  
*\*Pre-registration is required to bid.*

Dated this 17th day of December, 2015.

Bertha Henry  
County Administrator  
RECORDS, TAXES, AND TREASURY DIVISION

By:  \_\_\_\_\_

Dana F. Buker  
Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Publish: DAILY BUSINESS REVIEW  
Issues: 12/17/2015, 12/24/2015, 12/31/2015 & 01/07/2016  
Minimum Bid: 35085.59

**BROWARD DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and  
Legal Holidays  
Ft. Lauderdale, Broward County, Florida

**STATE OF FLORIDA COUNTY  
OF BROWARD:**

Before the undersigned authority personally appeared G. WILLIAMS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

33731  
NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER: 17406

in the XXXX Court,  
was published in said newspaper in the issues of

12/17/2015 12/24/2015 12/31/2015 01/07/2016

Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*G. Williams*

Sworn to and subscribed before me this  
7 day of JANUARY, A.D. 2016

*Barbara Jean Cooper*

(SEAL)  
G. WILLIAMS personally known to me



**Board of  
County Commissioners,  
Broward County, Florida  
Finance and Administrative  
Services Department  
RECORDS, TAXES & TREASURY  
NOTICE OF APPLICATION  
FOR TAX DEED NUMBER 33731**

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Certificate Number: 17406  
Date of Issuance: 06/01/2012  
Certificate Holder:  
CAZENOVIA CREEK FUNDING  
I LLC  
Description of Property:  
OAK VIEW ESTATES 130-16 B  
LOT 6  
Name in which assessed:  
POZ ENTERPRISES  
Legal Titleholders:  
POZ ENTERPRISES  
8350 SW 28 ST  
DAVIE, FL 33328

All of said property being in the County of Broward, State of Florida. Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of January, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at: [broward.deedauction.net](http://broward.deedauction.net)  
\*Pre-registration is required to bid.

Dated this 17th day of December, 2015.

Bertha Henry  
County Administrator  
RECORDS, TAXES, AND  
TREASURY DIVISION  
(Seal)  
By: Dana F. Buker  
Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.  
Minimum Bid: 35085.59  
401-314  
12/17-24-31 1/7 15-12/0000051144B

**RETURN OF SERVICE**

Assignment: 0590 Service Sheet # 15-059915  
"SERVE A.S.A.P. - RETURN TO TAX NOTICE TRAY"  
BROWARD COUNTY, FL vs. POZ ENTERPRISES vs. POZ ENTERPRISES  
PLAINTIFF VS. DEFENDANT  
TAX SALE NOTICE COUNTY/BROWARD  
TYPE OF WRIT COURT HEARING DATE  
POZ ENTERPRISES SERVE 8350 SW 28 STREET  
DAVIE, FL 33328

14279  
BROWARD COUNTY REVENUE-DELINQ TAX SECTION  
115 S. ANDREW AVENUE  
FT LAUDERDALE, FL 33301  
REBECCA LEDER, SUPV.  
Attorney  
9884

Received this process on  
Date 12/8/2015  
 Served  
 Not Served - see comments  
12-10-15 at 0922  
Date Time

On POZ ENTERPRISES, in Broward County, Florida, by serving the within named person a true copy of the writ, with the date and time of service endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the following method:

- INDIVIDUAL SERVICE**
- SUBSTITUTE SERVICE:**
  - At the defendant's usual place of abode on "any person residing therein who is 15 years of age or older", to wit: \_\_\_\_\_, in accordance with F.S. 48.031(1)(a)
  - To \_\_\_\_\_, the defendant's spouse, at \_\_\_\_\_ in accordance with F.S. 48.031(2)(a)
  - To \_\_\_\_\_, the person in charge of the defendant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to serve the defendant have been made at the place of business
- CORPORATE SERVICE:**
  - To \_\_\_\_\_, holding the following position of said corporation \_\_\_\_\_ in the absence of any superior officer in accordance with F.S. 48.081
  - To \_\_\_\_\_, an employee of defendant corporation in accordance with F.S. 48.081(3)
  - To \_\_\_\_\_, as resident agent of said corporation in accordance with F.S. 48.091
- PARTNERSHIP SERVICE:** To \_\_\_\_\_, partner, or to \_\_\_\_\_, designated employee or person in charge of partnership, in accordance with F.S. 48.061(1)
- POSTED RESIDENTIAL:** By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183  
1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_
- POSTED COMMERCIAL:** By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183  
1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_
- OTHER RETURNS:** See comments

COMMENTS: Posted Down

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at [www.sheriff.org](http://www.sheriff.org) and clicking on the icon "Service Inquiry"

SCOTT J. ISRAEL, SHERIFF  
BROWARD COUNTY, FLORIDA

BY: Jim Crow 10599 D.S.

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
PROPERTY ID #504121-15-0060 (TD #33731 )

RECEIVED SHERIFF

2015 DEC -8 AM 8:58

# WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE  
BROWARD COUNTY, FLORIDA

BROWARD COUNTY SHERIFF'S DEPT  
ATTN: CIVIL DIVISION  
FT LAUDERDALE, FL 33312

### NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY THAT'S GOING UP FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNT NECESSARY TO REDEEM: (See amount below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

\* Amount due if paid by December 31, 2015 .....\$27,607.07

Or

\* Amount due if paid by January 19, 2016 .....\$27,925.91

\*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON JANUARY 20, 2016 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395  
FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

**PLEASE SERVE THIS ADDRESS OR LOCATION**

**POZ ENTERPRISES  
8350 SW 28 ST  
DAVIE, FL 33328**

**NOTE: THIS IS THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION**

Board of County Commissioners, Broward County, Florida  
Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed # 33731

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of December 2015, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

TOWN OF DAVIE 6591 ORANGE DR DAVIE, FL 33314	POZ ENTERPRISES 8350 SW 28 ST DAVIE, FL 33328	ATCF II FLORIDA-A LLC MTAG, AS CUSTODIAN FOR ATCF II FLORIDA-A LLC P.O. BOX 54292 NEW ORLEANS, LA 70154-4292
SOLOMON,FRANCES & PANOUTSOS,STAN L 8400 SW 28 ST DAVIE, FL 33328-1643	SCHNURMAN, ROBERT D SCHNURMAN, SHARON L 8300 SW 28 ST DAVIE, FL 33328-1642	LUCA, VINCENT LUCA, JEAN M 2840 SW 84 AVE DAVIE, FL 33328-1611
WACHOVIA BANK, N.A. 225 WALTER ST JACKSONVILLE, FL 32202	WELLS FARGO BANK, N.A. C/O FOLEY & LARDNER LLP C. RYAN MALONEY EMILY F. O'LEARY 1 INDEPENDENCE DR, STE 1300 JACKSONVILLE, FL 32202-0240	WELLS FARGO BANK, N.A. C/O JULIAN BENNETT 301 S TRYON ST, T-30 CHARLOTTE, NC 28255-1915
WELLS FARGO BANK, N.A. C/O FOLEY & LARDNER LLP C. RYAN MALONEY EMILY M. FRIEND 1 INDEPENDENCE DR, STE 1300 PO BOX 240 JACKSONVILLE, FL 32202-0240	POZ ENTERPRISES 3480 A. HAMPTON RD OCEANSIDE, NY 11572	POZ ENTERPRISES 3467 A. HAMPTON RD OCEANSIDE, NY 11572
	POZ ENTERPRISES C/O JOHN POCZATEK 12290 COLLIER'S RESERVE DR NAPLES, FL 34110	

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT PERMITTING LICENSING & PROTECTION DIVISION GCW-1 NORTH UNIVERSITY DR PLANTATION, FL 33324	BROWARD COUNTY CODE & ZONING ENFORCEMENT SECTION PLANNING & REDEVELOPEMENT DIV. ENVIRONMENTAL PROTECTION & GROWTH MGMT DEPT ATTN: GORDON MILLER GCW - 1 NORTH UNIVERSITY DR, MAILBOX 302 PLANTATION, FL 33324	BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION, RIGHT OF WAY SECTION ATTN: FRANK J GUILIANO ONE N. UNIVERSITY DR., STE 300-B PLANTATION, FL 33324
BROWARD COUNTY WATER & WASTEWATER ATTN: RACHEL FLEURY-CHARLES 2555 W. COPANS RD POMPANO BEACH, FL 33069	BROWARD COUNTY PUBLIC WORKS DEPT REAL PROPERTY SECTION ATTN: MARIE HAMMOND 115 S ANDREWS AVE, ROOM 326 FORT LAUDERDALE FL 33301	BROWARD COUNTY SHERIFF'S DEPT. ATTN: CIVIL DIVISION FT. LAUDERDALE, FL 33315

I certify that notice was provided pursuant to Florida Statutes, Section 197.502(4)

I further certify that I enclosed with every copy mailed, a statement as follows: 'Warning - property in which you are interested' is listed in the copy of the enclosed notice.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of December 2015 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

**Bertha Henry**  
COUNTY ADMINISTRATOR  
Finance and Administrative Services Department  
Records, Taxes, & Treasury Division

By \_\_\_\_\_  
Deputy **Rebecca Leder**

**Performance Property Management Services, Inc.**  
**13501 SW 128 St Suite 114C Miami, FL 33186**  
**Telephone: 866-523-5003 Fax: 866-523-5004**

Order Date:	09/25/2015	Folio Number:	504121-15-0060
Internal Tax Deed Number:	33731	Parent Tract No:	NONE
Records Through	09/21/2015		

PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

Lot 6, OAK VIEW ESTATES, according to the map or plat thereof, as recorded in Plat Book 130, Page(s) 16, of the Public Records of Broward County, Florida.

TO: Records, Taxes & Treasury Division, Delinquent Tax Department, Broward County

**Applicant:** CAZENOVIA CREEK FUNDING I LLC

Application has been made for Tax Deed on the above referenced property. Pursuant to chapter 197.502 and 197.522 of the Florida Statutes, below are the names and addresses of the persons you are required to notify prior to the sale of the property:

**APPARENT TITLE HOLDER & ADDRESS AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

O.R. Book 18955, Page 708	POZ ENTERPRISES
Quit Claim Deed	8350 SW 28 ST
	DAVIE FL 33328

**MORTGAGEE AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

O.R. Book 38184, Page 1945	Wachovia Bank, National Association
Mortgage	225 Walter Street
	Jacksonville, FL 32202

**NAME AND ADDRESS OF RECORD ON CURRENT TAX ROLL**

POZ ENTERPRISES  
8350 SW 28 ST  
DAVIE FL 33328

**NAME AND ADDRESS OF ESCROW AGENT: NONE**

**NAME AND ADDRESS OF TAX PAYING AGENT: NONE**

**APPLICATION FOR HOMESTEAD: NONE**

**GROSS ASSESSMENT: \$269,740.00**

**UNPAID OR OMITTED YEARS TAXES (Only Include the Years with Certificates)**

<u>TYPE</u>	<u>TAX</u>	<u>CERTIFICATE</u>	<u>FACE AMOUNT</u>	<u>CERTIFICATE HOLDER</u>
Tax Deed	2011	33731	\$6,522.54	CAZENOVIA CREEK FUNDING I LLC
Tax Deed	2012	33731	\$6,100.24	CAZENOVIA CREEK FUNDING I LLC
Tax Deed	2013	33731	\$6,198.18	CAZENOVIA CREEK FUNDING I LLC
Certificate	2014	14518	\$6,812.79	ATCF II FLORIDA-A LLC

MTAG, AS CUSTODIAN FOR ATCF II FLORIDA-A LLC

This Report is not a Legal Opinion of Title and should not be construed as dealing with the Quality of Title used as a Certified Abstract of Title, Title Insurance Commitment or Title Insurance Policy. Under Florida Statutes Chapter 197. Furthermore no Liability is assumed by PPMS, Inc for any liens and or judgments not filed in the Official Records of Broward County, Florida. PPMS, Inc. should only be liable for the amount of loss suffered by the Broward County Revenue Collection Division, as a result of legal matters filed against them, where such loss is determined to be from PPMS, Inc's errors and omissions in performing its contractual responsibilities to the Broward County Revenue Collection Division, or for any refilling of fees that are required to bring subject property to sale.

BY: *Mitch Wilson*  
Authorized Signature

**Performance Property Management Services, Inc.**  
**13501 SW 128 St Suite 114C Miami, FL 33186**  
**Telephone: 866-523-5003 Fax: 866-523-5004**

<b>Order Date:</b>	<b>09/25/2015</b>	<b>Folio Number:</b>	<b>504121-15-0060</b>
<b>Internal Tax Deed Number:</b>	<b>33731</b>	<b>Parent Tract No:</b>	<b>NONE</b>
<b>Records Through</b>	<b>09/21/2015</b>		

**FULL LEGAL DESCRIPTION AND OR OTHER LIENS ECT.**

**LIEN HOLDER AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

O.R. Book 48824, Page 768	Wells Fargo Bank, N.A.
Lis Pendens	Foley & Lardner LLP
	C. Ryan Maloney
	Emily M. Friend
	1 Independence Drive, Suite 1300
	Jacksonville, FL 32202-0240

**LIEN HOLDER AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

Instr. # 112988512	Wells Fargo Bank, N.A.
Amended Lis Pendens	Foley & Lardner LLP
	C. Ryan Maloney
	Emily M. Friend
	1 Independence Drive, Suite 1300
	P.O. Box 240
	Jacksonville, FL 32202-0240

**LIEN HOLDER AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

O.R. Book 50798, Page 698	Wells Fargo Bank, N.A.
Partial Final Judgment	C/O Julian Bennett
	301 S. Tryon Street, T-30
	Charlotte, NC 28255-1915

91472768

This Quit-Claim Deed, Executed this 3<sup>rd</sup> day of October, A.D. 19 91, by

BANASZAK CONCRETE CORPORATION a corporation existing under the laws of Florida and having its principal place of business at 3523 Pembroke Road, Hollywood, FL 33021 first party, to POZ ENTERPRISES, a New York Partnership

whose postoffice address is 3480 A. Hampton Road, Oceanside, NY 11572

second party:

(Wherever used herein the terms "first party" and "second party" 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 first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward State of Florida to wit:

THIS IS NOT AN OFFICIAL COPY Lot 6, OAK VIEW ESTATES, according to the Plat thereof as recorded in Plat Book 130, Page 16 of the Public Records of Broward County lying in Section 21, Township 50-S, Range 41-E, also known as 8350 S. W. 28th Street, Davie, Florida. Said land situate, lying and being in Broward County, Florida.

Stamps \$ 60 Tax \$ 0 Documentary Intangible RECEIVED in Broward County as required by law. by Larry Nightingale Deputy Clerk

To Have and to Hold the same together with all 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 first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: Secretary Signed, sealed and delivered in the presence of: Mary E. Green MARK G. GREEN Robert Wynn Roberta Wynn

BANASZAK CONCRETE CORPORATION By S. Howard Banaszak, Jr. vice president

STATE OF COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to do acknowledge, personally appeared S. Howard Banaszak, Jr.

well known to me to be the Vice President and respectively of the corporation named as (first party) in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of October

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY FLORIDA

COUNTY ADMINISTRATOR

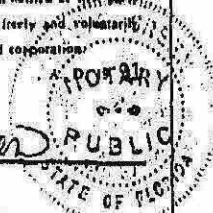
Mary E. Green NOTARY PUBLIC

This instrument prepared by: Mark F. Butler, Esquire P.O. Box 5 Hollywood, FL 33022

My Commissions Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT. 14, 1994 BONDED THRU GENERAL INS. UND.

91 DEC 2 4 9: 34

MBF 25000.3664



5 17E



For Clerk of Court Use

PREPARED BY: Chris Smith  
RETURN TO: BCS Post-Closing, NC-1120  
Wachovia Bank, National Association  
Business Credit Solutions  
8740 Research Drive, NC1120  
Charlotte, North Carolina 28262

~~FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$700.00 AND FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$400.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.~~

### **MORTGAGE AND ASSIGNMENT OF RENTS**

This ~~MORTGAGE AND ASSIGNMENT OF RENTS~~ (hereafter referred to as "Mortgage") made August 13, 2004, by and between, POZ Enterprises, whose address is 3467 Hampton Rd., Oceanside, New York 11572 ("Mortgagor") and Wachovia Bank, National Association, a national banking association, whose address is 225 Water Street, Jacksonville, Florida 32202 ("Bank").

#### **WITNESSETH:**

To secure payment and performance of obligations under a Promissory Note (the "Note") dated August 13, 2004, in the amount of \$200,000.00, made by Mortgagor payable to Bank, this Mortgage, any present or future Letters of Credit issued by Bank for the account of Mortgagor, other loan documents as defined in the Note (the "Loan Documents"), and swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) between Bank or any of its affiliates and Mortgagor, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Bank (for itself and its affiliates), its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all those certain tracts of land in the City of Davie, County of Broward, State of Florida described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures attached to the Land or any buildings or improvements situated thereon; and (iv) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Agreement.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances except as set forth in EXHIBIT B. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Bank as follows:

**Payment of Obligations.** That the Obligations shall be timely paid and performed

**Future Advances.** This Mortgage is given to secure not only existing Obligations, but also future advances, including obligations under swap agreements made, and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) entered into with Bank or any of its affiliates, within 20 years of the date of this Mortgage, to the same extent as if such future advances and swap agreements are made on the date of the execution of this Mortgage. The principal amount that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed \$400,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

**Grant of Security Interest in Personal Property.** This Mortgage constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property. On request of Bank, Mortgagor will execute one or more Financing Statements in form satisfactory to Bank and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Bank. Bank is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Bank as its attorney-in-fact to execute such documents necessary to perfect Bank's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Nothing herein obligates Bank to provide credit in excess of the Obligations.

**Leases, Subleases and Easements.** Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall not, without the consent of Bank, enter into any new lease of all or any portion of the Property, agree to the cancellation or surrender under any lease of all or any portion of the Property, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported new lease, cancellation, surrender, prepayment or modification made without the consent of Bank shall be void as against Bank.

**Required Insurance.** Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance which must include

windstorm, hail damage, fire and vandalism (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the completed replacement value of the improvements under construction, naming Bank as mortgagee and loss payee; (ii) upon completion of construction, upon occupancy of any improvements, and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief, collapse and sinkhole coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Bank as loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Bank as mortgagee and loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Bank that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Bank is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Bank will add the associated costs to the principal balance of the Note. If the land or any portion thereof is located in a special flood hazard area, this Agreement may be terminated by Bank at its sole option; (iv) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) liability insurance providing coverage in such amount as Bank may require but in no event less than \$1,000,000.00 combined single limit, naming Bank as an additional insured; and (vi) such other insurance as Bank may require from time to time.

All property insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Bank that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Bank and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Bank. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Bank with evidence satisfactory to Bank that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Bank. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Bank the policies of insurance required by this paragraph, Bank may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Bank chooses, at Mortgagor's expense; provided however, Bank shall have no responsibility to obtain any insurance, but if Bank does obtain insurance, Bank shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

**Insurance Proceeds.** After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Bank.

In the event of such loss all insurance proceeds, including unearned premiums, shall be payable to Bank, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank and not to Bank and Mortgagor jointly. Bank is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagor appoints Bank as its attorney-in-fact to receive and endorse any insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. Mortgagor shall pay the costs of collection, including attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Bank as security for payment of the Obligations.

In the event of any damage to or destruction of the Property, Bank shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Bank may determine, (ii) restoration, replacement or repair of the Property in accordance with Bank's standard construction loan disbursement conditions and requirements, or (iii) Mortgage. Nothing herein shall be deemed to excuse Mortgage from restoring, repairing and maintaining the Property as required herein.

**Minimum Standards.** In addition to the requirements set forth in the Loan Documents, all surveys, insurance, title policies, construction documents, environmental reports, payment and performance bonds, and any other due diligence or additional documents required in connection with this Loan, shall comply with Bank's minimum standards in place from time to time for such documents, which shall be provided in writing by Bank to Borrower upon request.

**Impositions; Escrow Deposit.** Mortgage will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon request of Bank, Mortgage shall add to each periodic payment required under the Note the amount estimated by Bank to be sufficient to enable Bank to pay, as they come due, all Impositions and insurance premiums which Mortgage is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall not earn interest. Upon the occurrence of a Default, Bank may apply such funds to pay any of the Obligations.

**Use of Property.** Mortgage shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgage shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgage shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgage shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

**Maintenance, Repairs and Alterations.** Mortgage shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Bank. Mortgage will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Mortgage shall promptly notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

**Eminent Domain.** Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgage receive any notice or other information regarding such Condemnation, Mortgage shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgage related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgage agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgage appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

**Environmental Condition of Property and Indemnity.** Mortgagor warrants and represents to Bank, except as reported by Mortgagor to Bank in writing, that: (i) Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

Further, Mortgagor represents to Bank that no portion of the Property is a protected wetland. Mortgagor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property.

Mortgagor shall indemnify, hold harmless, and defend Bank from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys' fees, consultants' or experts' fees of every kind and nature incurred, suffered by or asserted against Bank as a direct or indirect result of: (i) representations made by Mortgagor in this Section being or becoming untrue in any material respect; (ii) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Mortgage, exist on the Property. Bank shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after Default or which are required by laws or regulations applicable to Bank shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any negligent or intentional act of Bank which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to General Indemnification provisions set forth hereafter. Mortgagor's Obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure of or exercise of power of sale under this instrument, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property.

**Appraisals.** Mortgagor agrees that Bank may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, any other regulatory agency or at such other times as Bank may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Bank. The cost of such appraisals shall be borne by Mortgagor. If requested by Bank, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Bank. Mortgagor's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within 10 days after receiving an invoice for such appraisal.

**Inspections.** Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

**Liens and Subrogation.** Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property except for those described in EXHIBIT B. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

**Waiver of Mortgagor's Rights.** To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, and any rights to hearing prior to the exercise by Bank of any right, power, or remedy herein provided to Bank.

To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisal, valuation, stay, extension or redemption, and Mortgagor for themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisal, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives any and all notices, including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

**Payments by Bank.** In the event of default in the timely payment or performance of any of the Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Bank may pay such sums as Bank deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including Bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

**Indemnification.** Mortgagor shall protect, indemnify and save harmless Bank from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted against Bank on account of (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms or representations of this Agreement; (ii) any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Bank relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Bank

for any Damages resulting from Bank's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Bank. In the event the Bank incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

**Assignment of Rents.** Mortgagor hereby absolutely assigns and transfers to Bank all the leases, rents, issues and profits of the Property (collectively "Rents"). Although this assignment is effective immediately, so long as no Default exists, Bank gives to and confers upon Mortgagor the privilege under a revocable license to collect as they become due, but not prior to accrual, the Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Mortgagor for all such Rents. Mortgagor represents there has been no prior assignment of leases or Rents, and agrees not to further assign such leases or Rents. Upon any occurrence of Default, the license granted to Mortgagor herein shall be automatically revoked without further notice to or demand upon Mortgagor, and Bank shall have the right, in its discretion, without notice, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, (i) to enter upon and take possession of the Property, (ii) notify tenants, subtenants and any property manager to pay Rents to Bank or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Mortgagor, and (iii) in its own name, sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection, including attorneys' fees, to the Obligations in such order and manner as Bank may determine or as otherwise provided for herein. Bank's exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder.

**Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor.** Without the prior written consent of Bank in each instance, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; (d) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases.

Bank's consent to any conveyance or encumbrance may be conditioned upon an increase in the interest rate specified in the Note (or other Obligations), an extension or curtailment of the maturity of the Obligations, or other modification of the Note or this instrument.

**Remedies of Bank on Default.** Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default ("Default") under this Mortgage. Upon the occurrence of Default the following remedies are available, without limitation, to Bank: (i) Bank may exercise any or all of Bank's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations, other than Obligations under any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Bank or any of its affiliates,

which shall be due in accordance with and governed by the provisions of said swap agreements; (ii) Bank may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, together with all costs and attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Bank in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations.

**Miscellaneous Provisions.** Mortgagor agrees to the following: (i) All remedies available to Bank with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) Mortgagor represents that Mortgagor (a) is (1) an adult individual and is *sui juris*, or (2) a corporation, general partnership, limited partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such organization (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage and any other Loan Document to which it is a party. (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to Wachovia Bank, National Association, Mail Code VA7628, P. O. Box 13327, Roanoke, VA 24040 or Wachovia Bank, National Association, Mail Code VA7628, 10 South Jefferson Street, Roanoke, VA 24011, or such other address as Bank may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. Notices to Bank must include the mail code. (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) All references to "Bank" shall mean to "Bank (for itself and its affiliate)"; (vii) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (viii) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (ix) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (x) Mortgagor by execution and Bank by acceptance of this Mortgage agree to be bound by the terms and provisions hereof). **FINAL AGREEMENT.** This Agreement and the other Loan Documents represent the final agreement between



the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

Mortgagor  
POZ Enterprises

By: Frank M. Poczatek (SEAL)  
Frank M. Poczatek, General Partner

THIS IS NOT AN OFFICIAL COPY  
Partnership Acknowledgment

State of New York  
County of NASSAU

The foregoing instrument was acknowledged before me this day by Frank M. Poczatek, as a partner of POZ Enterprises, a New York type partnership, on behalf of said Partnership, who is personally known to me or who has produced NY DL Lic. as identification.

Witness my hand and official seal, this 9 day of Aug, 2004.

Notary Seal

Lois B. Anderson, Notary Public  
Lois B. Anderson  
(Printed Name of Notary)

**LOIS B. ANDERSON**  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01AN6030478  
QUALIFIED IN NASS. COUNTY  
MY COMMISSION EXPIRES: SEPT. 13, 2005

Commission Expires: 9-13-2005-  
Commission Number: 01AN6030478

Tracking #: 431131621

**EXHIBIT A**

This Exhibit A is attached to a certain Mortgage by and between POZ Enterprises, and Wachovia Bank, National Association, securing that certain Promissory Note of even date herewith executed by POZ Enterprises in the amount of \$200,000.00 dated August 13, 2004.

Lot 6, OAK VIEW ESTATES, according to the Plat thereof as recorded in Plat Book 130, Page 16 of the Public Records of Broward County lying in Section 21, Township 50 S, Range 41 E, also known as 8350 S.W. 28<sup>th</sup> Street, Davie, Florida. Said land situate, lying and being in Broward County, Florida.

THIS IS NOT AN  
OFFICIAL COPY

**EXHIBIT B**

This Exhibit B is attached to a certain Mortgage by and between POZ Enterprises, and Wachovia Bank, National Association, securing that certain Promissory Note of even date herewith executed by POZ Enterprises in the amount of \$200,000.00 dated August 13, 2004.

**PRIOR ENCUMBRANCES**

TO FAMILY BANK OF HALLANDALE, NOW KNOWN AS WACHOVIA BANK, N.A., DATED JANUARY 2, 1992, RECORDED JANUARY 3, 1992 IN BOOK 19051 PAGE 0065 FOR \$85,000.00. ASSIGNMENT OF RENTS AND LEASES IN BOOK 19051 PAGE 83 DATED JANUARY 3, 1992.

THIS IS NOT AN  
OFFICIAL COPY

Filing # 27246345 E-Filed 05/13/2015 02:45:49 PM

Prepared by and return to:  
Emily F. O'Leary, Esq.  
Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

WELLS FARGO BANK, N.A., successor by  
merger to WACHOVIA BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

v.

POZ ENTERPRISES, a New York Partnership,  
FRANK M. POCZATEK, an Individual,  
MICHAEL POCZATEK, an Individual, RENE  
L. POCZATEK, an Individual, and any unknown  
spouses, tenants, heirs, devisees, grantees,  
assignees, lienors, creditors, trustees or other  
claimants claiming by, through, under or against  
POZ ENTERPRISES, FRANK M. POCZATEK,  
MICHAEL POCZATEK, and/or RENE L.  
POCZATEK,

Case No. 12-015549

Defendants.

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**AMENDED NOTICE OF LIS PENDENS**

TO DEFENDANT(S) POZ ENTERPRISES, a New York Partnership, FRANK M. POCZATEK, an  
individual, MICHAEL POCATEK, an individual, and RENE L. POCZATEK, an individual, AND  
ALL OTHERS WHOM IT MAY CONCERN:

**YOU ARE NOTIFIED OF THE FOLLOWING:**

a. The Plaintiff has instituted this action against you seeking to foreclose a  
mortgage with respect to the property described below:

b. The Plaintiff in this action is WELLS FARGO BANK, N.A., f/k/a  
WACHOVIA BANK, NATIONAL ASSOCIATION.

c. The date of the institution of this action was June 1, 2012.

d. The property that is the subject matter of this action is in Broward County,  
Florida, and is described as follows:

**See Exhibit A Attached**

DATED this \_\_\_ day of May, 2015.

FOLEY & LARDNER LLP



C. Ryan Maloney

Florida Bar No. 0652903

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Emily F. O'Leary

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Attorneys for Plaintiff, Wells Fargo Bank, N.A.,

f/k/a Wachovia Bank, National Association

**Exhibit "A"**

Lot 6, OAK VIEW ESTATES, according to the Plat thereof as recorded in Plat Book 130, Page 16 of the Public Records of Broward County lying in Section 21, Township 50 S, Range 41 E, also known as 8350 S.W. 28<sup>th</sup> Street, Davie, Florida. Said land situate, lying and being in Broward County, Florida.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following by electronic mail and/or U.S. Mail, as indicated below, on the 13<sup>th</sup> day of May, 2015.

Lisa K. Hermann, Esq.  
Law Offices of Lisa K. Hermann, P.A.  
134 South Dixie Highway, Suite 110  
Hallandale Beach, FL 33009  
Email: L.Hermann@hermannlaw.com  
(By Electronic Mail)

Poz Enterprises  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110  
(By U.S. Mail)

Frank Poczatek  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110  
(By U.S. Mail)



\_\_\_\_\_  
Attorney

Filing # 30014819 E-Filed 07/23/2015 02:04:53 PM

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY,  
FLORIDA

WELLS FARGO BANK, N.A., successor by  
merger to WACHOVIA BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

v.

POZ ENTERPRISES, a New York  
Partnership, FRANK M. POCZATEK, an  
Individual, MICHAEL POCZATEK, an  
individual, RENE L. POCZATEK, an  
Individual, and any unknown spouses, tenants,  
heirs, devisees, grantees, assignees, lienors,  
creditors, trustees or other claimants claiming  
by, through, under or against POZ  
ENTERPRISES, FRANK M. POCZATEK,  
MICHAEL POCZATEK, and/or RENE L.  
POCZATEK,

Case No.: 12-015549

Defendants.

---

**PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL WITHOUT  
PREJUDICE OF COUNT I (ONLY) OF AMENDED COMPLAINT**

Pursuant to Fla. R. Civ. P. 1.420, Plaintiff, Wells Fargo Bank, N.A., as successor by merger to Wachovia Bank, National Association ("Plaintiff"), by and through its undersigned counsel, hereby gives notice of its voluntary dismissal of Count I (Foreclosure of the Mortgage) of the Amended Complaint only, without prejudice and with each party to bear their own attorneys' fees and costs. This dismissal does not dismiss, and Plaintiff expressly reserves, the Partial Final Judgment on Counts II, III and IV of its Complaint which is recorded in the Official Records of Broward County, Florida, at Book 50701, pages 798-807 (the "Partial Final Judgment"). This Notice



should not be interpreted to impact the Partial Final Judgment, which shall remain in full force and effect.

FOLEY & LARDNER LLP



John A. Tucker

Florida Bar No. 356123

Primary E-Mail: [jtucker@foley.com](mailto:jtucker@foley.com)

Secondary E-Mail: [awilliams@foley.com](mailto:awilliams@foley.com)

C. Ryan Maloney

Florida Bar No. 0652903

Primary E-Mail: [cmaloney@foley.com](mailto:cmaloney@foley.com)

Secondary E-Mail: [awilliams@foley.com](mailto:awilliams@foley.com)

Emily F. O'Leary

Florida Bar No. 0073042

Primary E-Mail: [eoleary@foley.com](mailto:eoleary@foley.com)

Secondary E-Mail: [dcollins@foley.com](mailto:dcollins@foley.com)

Foley & Lardner LLP

One Independent Drive, Suite 1300

Jacksonville, FL 32202-5017

Telephone: 904.359.2000

Facsimile: 904.359.8700

Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed with the Florida Court ePortal and furnished to the following by electronic mail and/or U.S. Mail as shown below on July 23<sup>rd</sup>, 2015.

Lisa K. Hermann, Esq.  
Law Offices of Lisa K. Hermann, P.A.  
134 South Dixie Highway, Suite 110  
Hallandale Beach, FL 33009  
Email: LHermann@hermannlaw.com  
(By Electronic Mail)

Poz Enterprises  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110  
(By U.S. Mail)

Frank Poczatek  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110  
(By U.S. Mail)

  
\_\_\_\_\_  
Attorney

3

NAJLA FLOREZ

Prepared by and return to:  
Emily F. Friend  
Foley & Lardner LLP  
P.O. Box 240  
JACKSONVILLE, FL 32201-0240

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

WELLS FARGO BANK, N.A., successor by  
merger to WACHOVIA BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

11

v.

POZ ENTERPRISES, a New York Partnership,  
FRANK M. PO CZATEK, an Individual,  
MICHAEL PO CZATEK, an Individual, and any  
unknown spouses, tenants, heirs, devisees,  
grantees, assignees, lienors, creditors, trustees or  
other claimants claiming by, through, under or  
against POZ ENTERPRISES and/or FRANK M.  
PO CZATEK,

Case No.  
Division

12 - 15549

Defendants.

RECEIVED FOR FILING  
JUN 01 2012  
HOWARD C. FORMAN  
CLERK OF THE CIRCUIT COURT  
BROWARD COUNTY, FL

**NOTICE OF LIS PENDENS**

TO DEFENDANT(S) POZ ENTERPRISES, a New York Partnership, FRANK M. PO CZATEK, an  
individual, AND ALL OTHERS WHOM IT MAY CONCERN:

**YOU ARE NOTIFIED OF THE FOLLOWING:**

- a. The Plaintiff has instituted this action against you seeking to foreclose a mortgage with respect to the property described below;
- b. The Plaintiff in this action is WELLS FARGO BANK, N.A., f/k/a WACHOVIA BANK, NATIONAL ASSOCIATION.
- c. The date of the institution of this action is May \_\_, 2012.

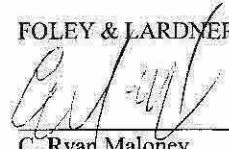
3

d. The property that is the subject matter of this action is in Broward County, Florida, and is described as follows:

**See Exhibit A Attached**

DATED this 30 day of May, 2012.

FOLEY & LARDNER LLP



C. Ryan Maloney  
Florida Bar No. 0652903  
Emily M. Friend

Florida Bar No. 0073042  
One Independent Drive, Suite 1300  
Post Office Box 240  
Jacksonville, FL 32202-0240  
(904) 359-2000 Telephone  
(904) 359-8700 Facsimile  
Attorneys for Plaintiff, Wells Fargo Bank, N.A.,  
f/k/a Wachovia Bank, National Association

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE OFFICE OF THE CLERK OF THE COURT IN AND FOR THE COUNTY OF BROWARD, FLORIDA, ON MAY 30, 2012.

**EXHIBIT "A"**

Lot 6, OAK VIEW ESTATES, according to the map or plat thereof, as recorded in Plat Book 130, Page(s) 16, of the Public Records of Broward County, Florida.

THIS IS NOT AN  
OFFICIAL COPY

INSTR # 112226092, OR BK 50701 PG 798, Page 1 of 10, Recorded 04/15/2014 at 04:53 PM, Broward County Commission, Deputy Clerk ERECORD

\*\*\*FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 4/14/2014 11:42:25 AM.\*\*\*

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

WELLS FARGO BANK, N.A., successor by merger to WACHOVIA BANK, NATIONAL ASSOCIATION,

Plaintiff,

v.

POZ ENTERPRISES, a New York Partnership, FRANK M. POCZATEK, an Individual, MICHAEL POCZATEK, an individual, and any unknown spouses, tenants, heirs, devisees, grantees, assignees, lienors, creditors, trustees or other claimants claiming by, through, under or against POZ ENTERPRISES and/or FRANK M. POCZATEK,

Case No.: 12-015549

Defendants.

NOT AN OFFICIAL COPY

**PARTIAL FINAL JUDGMENT**

This matter came before the Court for hearing on April 7, 2014, on Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association's ("Plaintiff") Motion for Partial Summary Final Judgment on Counts II, III and IV of the Complaint ("Motion"). The Court, having considered the Motion, the affidavits, the pleadings and the file, and having heard argument of counsel, finds as follows:

1. The Court has jurisdiction over the subject matter of and the parties to this action.
2. Defendants Poz Enterprises and Frank Poczatek were validly served with process of the Complaint and filed a joint Answer and Affirmative Defenses to the Complaint on August 7, 2012.

3. On December 26, 2012, Kaye-Ann Baxter, Esq., formerly counsel for Defendants Poz Enterprises and Frank Poczatek, filed her *Motion to Withdraw as Attorney for Defendants*, which was served on Defendants Poz Enterprises and Frank Poczatek.

4. This Court granted the *Motion to Withdraw as Attorney for Defendants* on February 11, 2013, in the *Order Granting Defendants' Counsel's Motion to Withdraw*, which was also served on Defendants Poz Enterprises and Frank Poczatek and granted Defendants Poz Enterprises and Frank Poczatek twenty (20) days to retain the services of an attorney.

5. To date, no attorney has filed a notice of appearance for Defendants Poz Enterprises and Frank Poczatek in this case.

6. On October 2, 2013, Plaintiff filed and served on Defendants Poz Enterprises and Frank Poczatek *Plaintiff's Motion for Partial Summary Final Judgment on Counts II, III and IV of the Complaint* ("Motion").

7. On March 25, 2014, Plaintiff filed the *Notice of Motion Calendar Hearing (Previously Scheduled March 14, 2014)*, which set Plaintiff's Motion for hearing on April 7, 2014. Plaintiff served the Notice on Defendants Poz Enterprises and Frank Poczatek on March 25, 2014.

8. The Court heard Plaintiff's Motion on April 7, 2014.

9. Neither Defendant Poz Enterprises nor Frank Poczatek filed any opposition to Plaintiff's Motion.

10. Neither Defendant Poz Enterprises nor Frank Poczatek appeared at the April 7, 2014 hearing.

11. The Court presumes that Defendants Poz Enterprises and Frank Poczatek have abandoned their affirmative defenses.

12. The Court finds that there are no disputed issues of material fact and that Plaintiff is entitled to the entry of a final summary judgment as a matter of law on Counts II, III and IV of the Complaint against Defendant Poz Enterprises and Frank Poczatek. Plaintiff has not moved for summary judgment on Count I for Foreclosure of the Mortgage against Defendants Poz Enterprises and Michael Poczatek, and Count I shall remain pending before the Court.

13. Accordingly, it is,

**ORDERED AND ADJUDGED:**

14. Plaintiff's Motion for Partial Summary Final Judgment on Counts II, III and IV of the Complaint is **GRANTED**.

15. Defendants Poz Enterprises and Frank Poczatek shall have ten (10) days after the filing of this Judgment to file a motion for rehearing.

16. Plaintiff is owed, and shall have and recover, the following sums from **Defendant Poz Enterprises** under that certain Promissory Note dated August 13, 2004, in the original principal sum of \$200,000.00 ("Note"), which amount shall bear interest at the legal rate (currently 4.75%) until satisfied, and for which let execution issue:

Principal	\$158,312.17
Interest as of 04/07/2014	\$32,670.03
2008 Real Estate Taxes	\$10,938.76
2009 Real Estate Taxes	\$8,781.73
2010 Real Estate Taxes	\$7,512.40
Search Fees	\$120.00
Property Eval. Fee 2012	\$120.00
Property Eval. Fee 2013	\$55.00
Filing Fees	\$926.00
Title Commitment	\$250.00
Deposition Costs	\$721.54
Service of Process Fees	\$220.00
Attorneys' Fees	\$51,650.50
<b>TOTAL FINAL JUDGMENT</b>	<b>\$272,278.13</b>



17. The Court specifically finds the total amount of attorney's fees set forth above to be reasonable, based upon 177.1 hours at the approximate blended effective hourly rate of \$291.65, which the Court finds to be a reasonable blended effective hourly rate and a reasonable amount of time expended.

18. Plaintiff is owed, and shall have and recover, a **Total Final Judgment of \$272,278.13** from **Defendant Frank Poczatek**, under his Guaranty dated August 13, 2004, which amount shall bear interest at the legal rate (currently 4.75%) until satisfied, and for which let execution issue.

19. As to the Assignments of Rents contained in the Mortgage, it is ordered that any rents, issues, profits and income from the Property currently in the possession of **Defendant Poz Enterprises**, as well as all leases affecting the use, enjoyment or occupancy of all or any portion of the Property (collectively, the "Rents"), be immediately surrendered and delivered to Plaintiff, which is the owner of all such Rents pursuant to the Assignments of Rents.

20. For purposes of Florida Statute §55.01, the addresses of the parties to this Judgment are as follows:

Plaintiff:	Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association. c/o Julian Bennett, AVP-CMG Loan Adjustor Wells Fargo Bank D1130-305 301 S. Tryon St., T-30 Charlotte, NC 28282-1915
------------	--

Defendants: Poz Enterprises  
 c/o John Poczatek  
 12290 Collier's Reserve Drive  
 Naples, FL 34110

Frank Poczatek  
 12290 Collier's Reserve Drive  
 Naples, FL 34110  
 SSN: Unknown

21. Defendant Poz Enterprises shall complete under oath the Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet for Corporations and Other Business Entities) (form attached as Exhibit A) and Defendant Frank Poczatek shall complete under oath the Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet for Individuals) (form attached as Exhibit B), including all required attachments, and Defendant Poz Enterprises and Defendant Frank Poczatek shall serve the completed forms with all attachments on C. Ryan Maloney, Foley & Lardner, LLP, One Independent Drive, Suite 1300, Jacksonville, Florida, 32202-5017, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

22. DEFENDANTS POZ ENTERPRISES AND FRANK POCZATEK SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THEIR ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO C. RYAN MALONEY IN CONFORMANCE WITH PARAGRAPH 21.

23. Jurisdiction of this case is retained to enter further orders that are proper, including, but not limited to, compelling the judgment debtors to complete Form 1.977, including all required attachments, and serve it on the judgment creditor's attorney.

DONE AND ORDERED this \_\_\_ day of 4/11/2014 in Broward County, Florida.



5

CIRCUIT COURT JUDGE

Copies to:

Lisa K. Hermann, Esq.  
Law Offices of Lisa K. Hermann, P.A.  
134 South Dixie Highway, Suite 110  
Hallandale Beach, FL 33009

C. Ryan Maloney, Esq.  
Emily F. O'Leary, Esq.  
1 Independent Drive, Suite 1300  
Jacksonville, FL 32202

Frank Poczatek  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110

Poz Enterprises  
c/o John Poczatek  
12290 Collier's Reserve Drive  
Naples, FL 34110

T S N O T A N  
O T I C A L C O P Y

**EXHIBIT A**

**Form 1.977 Fact Information Sheet For Corporations and Other Business Entities**

Name of entity: \_\_\_\_\_

Name and title of person filling out this form: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Place of business: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Gross/taxable income reported for federal income tax purposes last three years:

\$ \_\_\_\_\_ / \$ \_\_\_\_\_ / \$ \_\_\_\_\_ / \$ \_\_\_\_\_ / \$ \_\_\_\_\_

Taxpayer identification number: \_\_\_\_\_

Is this entity an S corporation for federal income tax purposes? \_\_\_\_\_ Yes \_\_\_\_\_ No

Average number of employees per month \_\_\_\_\_

Name of each shareholder, member, or partner owning 5% or more of the entity's common stock, preferred stock, or other equity interest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names of officers, directors, members, or partners:

\_\_\_\_\_  
\_\_\_\_\_

Checking account at: \_\_\_\_\_ Account # \_\_\_\_\_

Savings account at: \_\_\_\_\_ Account # \_\_\_\_\_

Does the entity own any vehicles? \_\_\_\_\_ Yes \_\_\_\_\_ No

For each vehicle please state:

Year/Make/Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle ID No: \_\_\_\_\_ Tag No: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names on Title: \_\_\_\_\_ Present Value: \$ \_\_\_\_\_

Loan Owed to: \_\_\_\_\_

Balance on Loan: \$ \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

Does the entity own any real property? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the address(es): \_\_\_\_\_

Please check if the entity owns the following:

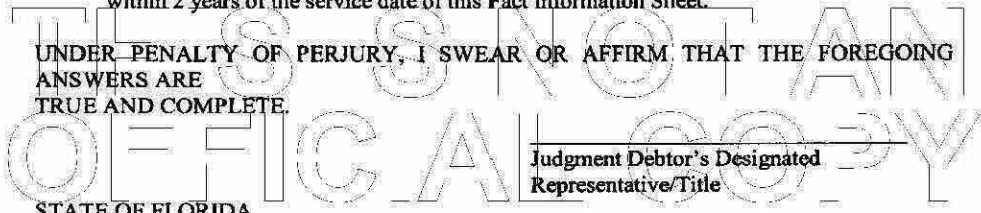
- \_\_\_\_\_ Boat
- \_\_\_\_\_ Camper
- \_\_\_\_\_ Stocks/bonds
- \_\_\_\_\_ Other real property
- \_\_\_\_\_ Other personal property

Please attach copies of the following:

1. Copies of state and federal income tax returns for the past 3 years.
2. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
3. All canceled checks for the 12 months immediately preceding the service date of this Fact Information
4. Sheet for accounts in which the entity held any legal or equitable interest.

5. All deeds, leases, mortgages, or other written instruments evidencing any interest in or ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
6. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
7. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
8. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
9. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
10. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.



\_\_\_\_\_  
 Judgment Debtor's Designated Representative/Title

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, (year \_\_\_\_\_), by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/did not \_\_\_\_\_ take an oath.  
 WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, (year \_\_\_\_\_).

\_\_\_\_\_  
 Notary Public  
 State of Florida

My Commission expires: \_\_\_\_\_

STATE OF FLORIDA - DEPARTMENT OF REVENUE - NOTARY PUBLIC - COMMMISSION EXPIRES 12/31/2020

**EXHIBIT B**

**Form 1.977 Fact Information Sheet For Individuals**

Full Legal Name: \_\_\_\_\_

Nickname or Aliases: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone Numbers: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address of Employer: \_\_\_\_\_

Position or Job Description: \_\_\_\_\_

Rate of Pay \$ \_\_\_\_\_ per \_\_\_\_\_ Average Paycheck: \$ \_\_\_\_\_ per \_\_\_\_\_

Average Commissions or Bonuses: \$ \_\_\_\_\_ per \_\_\_\_\_ Commissions or bonuses are based on \_\_\_\_\_

Other Personal Income: \$ \_\_\_\_\_ from \_\_\_\_\_

(Explain details on the back of this sheet or an additional sheet if necessary.)

Social Security Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Spouse's Address (if different): \_\_\_\_\_

Spouse's Social Security Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

Spouse's Average Paycheck or Income: \$ \_\_\_\_\_ per \_\_\_\_\_

Other Family Income: \$ \_\_\_\_\_ per \_\_\_\_\_ (Explain details on back of this sheet or an additional sheet if necessary.)

Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or on an additional sheet if necessary.

Names and Ages of All Your Children (and addresses if not living with you): \_\_\_\_\_

Child Support or Alimony Paid: \$ \_\_\_\_\_ per \_\_\_\_\_

Names of Others You Live With: \_\_\_\_\_

Who is Head of Your Household: \_\_\_\_\_ You \_\_\_\_\_ Spouse \_\_\_\_\_ Other Person \_\_\_\_\_

Checking Account at: \_\_\_\_\_ Account # \_\_\_\_\_

Savings Account at: \_\_\_\_\_ Account # \_\_\_\_\_

For Real Estate (land) You Own or Are Buying: Address: \_\_\_\_\_

All Names on Title: \_\_\_\_\_

Mortgage Owed to: \_\_\_\_\_

Balance Owed: \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying: Year/Make/Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle ID #: \_\_\_\_\_ Tag No. \_\_\_\_\_ Mileage \_\_\_\_\_

Names on Title: \_\_\_\_\_ Present Value: \$ \_\_\_\_\_

Loan Owed To: \_\_\_\_\_

Balance on Loan: \$ \_\_\_\_\_

Monthly Payment: \$ \_\_\_\_\_

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes," describe the property, market value, and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? Amount Owed: \$ \_\_\_\_\_

Name and Address of Person Owing Money: \_\_\_\_\_

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- a. Your last pay stub.
- b. Your last 3 statements for each bank, savings, credit union, or other financial account.
- c. Your motor vehicle registrations and titles.
- d. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.
- e. Your financial statements, loan applications, or lists of assets and liabilities submitted to any person or entity within the last 3 years.
- f. Your last 2 income tax returns filed.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

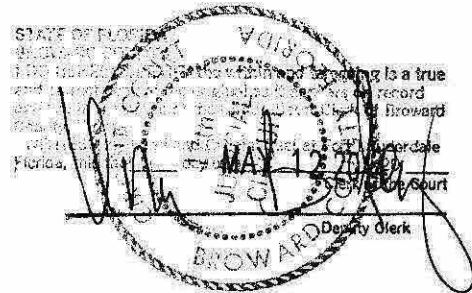
\_\_\_\_\_  
Judgment Debtor

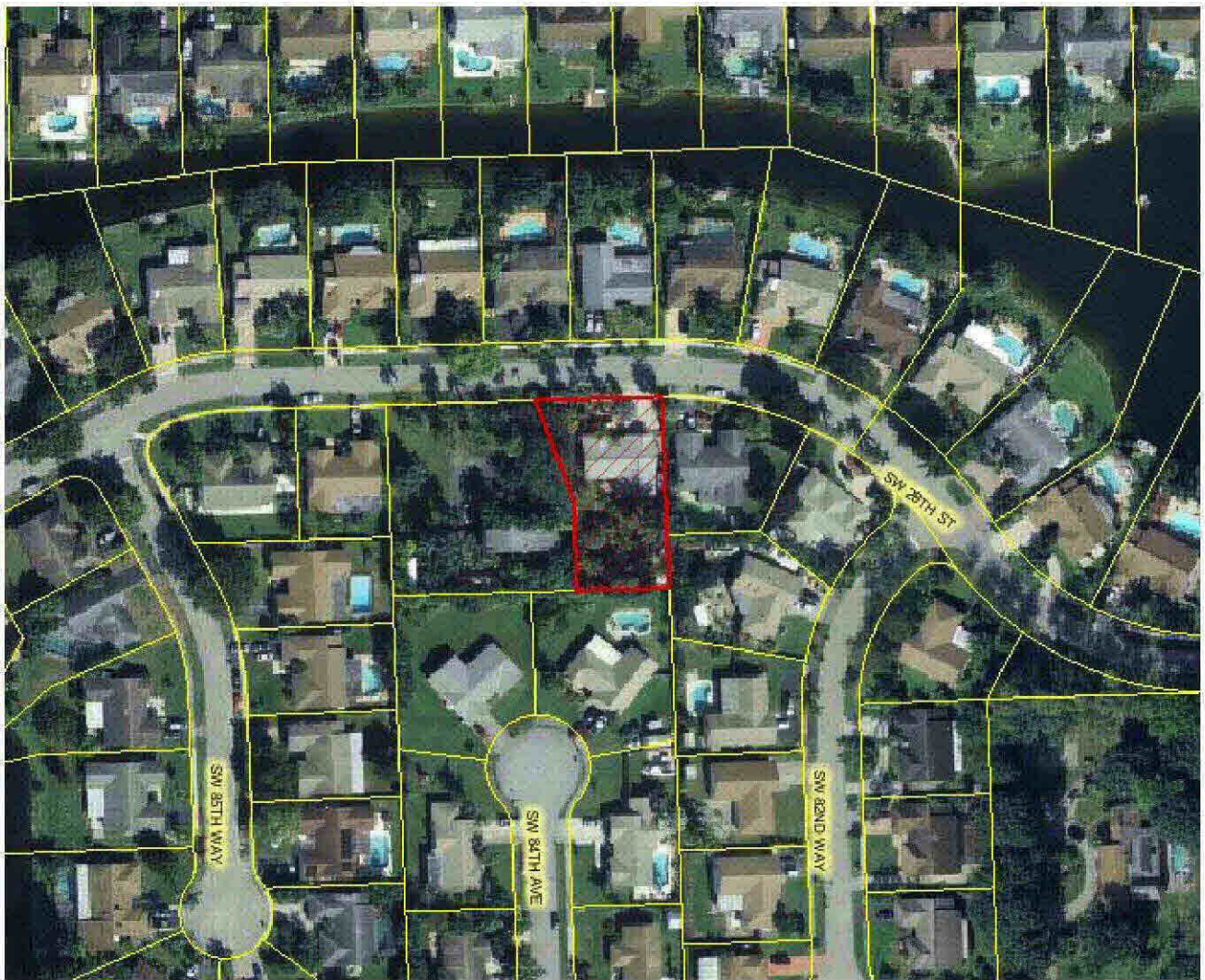
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/did not \_\_\_\_\_ take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of FLORIDA  
My Commission expires: \_\_\_\_\_







FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA

**DATE: December 1, 2015**

**PROPERTY ID #504121-15-0060 (TD #33731)**

# WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

**AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 8350 SW 28 ST DAVIE, FL 33328 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.**

**FLA. STATUTES REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY THAT'S GOING UP FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.**

**PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.**

**AMOUNT NECESSARY TO REDEEM: (See amount below)**

**MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR**

\* Amount due if paid by December 31, 2015 .....\$27,607.07  
Or  
\* Amount due if paid by January 19, 2016 .....\$27,925.91

**\*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.**

**THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON JANUARY 20, 2016 UNLESS THE BACK TAXES ARE PAID.**

**TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374**

**FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)**

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage
\$
Total Postage and
\$

Sent To \_\_\_\_\_  
Street and Apt. No. \_\_\_\_\_  
City, State, ZIP+4 \_\_\_\_\_

**TD 33731 JANUARY 2016 WARNING  
TOWN OF DAVIE  
6591 ORANGE DR  
DAVIE, FL 33314**

7015 1730 0002 0720 2000 0E2T 5T02

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. N

City, State, ZIP+

TD 33731 JANUARY 2016 WARNING  
SOLOMON, FRANCES &  
PANOUTSOS, STAN L  
8400 SW 28 ST  
DAVIE, FL 33328-1643

7015 1730 0002 0767 0497

7015 1730 0002 0767 0480

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\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage  
\$ \_\_\_\_\_

Total Postage and Fees  
\$ \_\_\_\_\_

Sent To

Street and Apt. No.

City, State, ZIP+4

TD 33731 JANUARY 2016 WARNING  
POZ ENTERPRISES  
8350 SW 28 ST  
DAVIE, FL 33328

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Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

TD 33731 JANUARY 2016 WARNING  
SCHNURMAN, ROBERT D  
SCHNURMAN, SHARON L  
8300 SW 28 ST  
DAVIE, FL 33328-1642

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 1730 0002 0767 0473

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

TD 33731 JANUARY 2016 WARNING  
ATCF II FLORIDA-A LLC  
MTAG, AS CUSTODIAN FOR ATCF II  
FLORIDA-A LLC  
P.O. BOX 54292  
NEW ORLEANS, LA 70154-4292

7015 1730 0002 0767 0466

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7015 1730 0002 0767 0459

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

**TD 33731 JANUARY 2016 WARNING**  
**LUCA, VINCENT**  
**LUCA, JEAN M**  
**2840 SW 84 AVE**  
**DAVIE, FL 33328-1611**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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7015 1730 0002 0767 0442

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

**TD 33731 JANUARY 2016 WARNING  
WACHOVIA BANK, N.A.  
225 WALTER ST  
JACKSONVILLE, FL 32202**



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7015 1730 0002 0767 0435

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

TD 33731 JANUARY 2016 WARNING  
WELLS FARGO BANK, N.A.  
FOLEY & LARDNER LLP  
C. RYAN MALONEY, EMILY M. FRIEND  
1 INDEPENDENCE DR, STE 1300  
PO BOX 240  
JACKSONVILLE, FL 32202-0240

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7015 1730 0002 0767 0428

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

TD 33731 JANUARY 2016 WARNING  
WELLS FARGO BANK, N.A.  
FOLEY & LARDNER LLP  
C. RYAN MALONEY  
EMILY F. O'LEARY  
1 INDEPENDENCE DR, STE 1300  
JACKSONVILLE, FL 32202-0240

7015 1730 0002 0767 0411

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

\$ \_\_\_\_\_

Total Postage and

\$ \_\_\_\_\_

Sent To

Street and Apt. No.

City, State, ZIP+4

TD 33731 JANUARY 2016 WARNING  
POZ ENTERPRISES  
3480 A. HAMPTON RD  
OCEANSIDE, NY 11572

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7015 1730 0002 0767 0404

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage

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Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4

**TD 33731 JANUARY 2016 WARNING  
WELLS FARGO BANK, N.A.  
C/O JULIAN BENNETT  
301 S TRYON ST, T-30  
CHARLOTTE, NC 28255-1915**

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**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

**TD 33731 JANUARY 2016 WARNING  
POZ ENTERPRISES  
3467 A. HAMPTON RD  
OCEANSIDE, NY 11572**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 1730 0002 0767 0998  
R66ED 2920 2000 0920

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |  |          |
|--|----------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

**TD 33731 JANUARY 2016 WARNING  
POZ ENTERPRISES  
C/O JOHN POCZATEK  
12290 COLLIER'S RESERVE DR  
NAPLES, FL 34110**

7015 1730 0002 0767 0381  
7015 1730 0002 0767 0381  
7015 1730 0002 0767 0381  
7015 1730 0002 0767 0381  
7015 1730 0002 0767 0381

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 33731 JANUARY 2016 WARNING  
 WELLS FARGO BANK, N.A.  
 FOLEY & LARDNER LLP  
 C. RYAN MALONEY  
 EMILY F. O'LEARY  
 1 INDEPENDENCE DR, STE 1300  
 JACKSONVILLE, FL 32202-0240



9590 9401 0107 5225 9253 99

Article Number (Transfer from service label)

7015 1730 0002 0767 0428

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

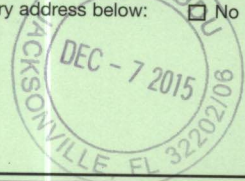
X *Michael Tally*  Agent  
 Addressee

B. Received by (Printed Name)

*Michael Tally*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No



3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail                                    |   |
| <input type="checkbox"/> Mail Restricted Delivery (50)           |   |

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
WELLS FARGO BANK, N.A.  
C/O JULIAN BENNETT  
301 S TRYON ST, T-30  
CHARLOTTE, NC 28255-1915**



9590 9401 0107 5225 9253 75

2. Article Number (Transfer from service label)

7015 1730 0002 0767 0404

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Tracy Hyatt*

- Agent
- Addressee

B. Received by (Printed Name)

*Tracy Hyatt*

C. Date of Delivery

DEC 02 2015

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

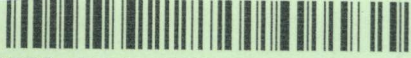


**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
SCHNURMAN, ROBERT D  
SCHNURMAN, SHARON L  
8300 SW 28 ST  
DAVIE, FL 33328-1642**



9590 9401 0107 5225 9254 43

7015 1730 0002 0767 0473

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Sharon Schnurman*  Agent  
 Addressee

B. Received by (Printed Name)

*S. Schnurman*

C. Date of Delivery

*12/11/15*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
 SOLOMON,FRANCES &  
 PANOUTSOS,STAN L  
 8400 SW 28 ST  
 DAVIE, FL 33328-1643**



9590 9401 0107 5225 9254 67

7015 1730 0002 0767 0497

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Frances Solomon*

- Agent
- Addressee

B. Received by (Printed Name)

FRANCES SOLOMON

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

Mail Restricted Delivery (over \$500)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
 WACHOVIA BANK, N.A.  
 225 WALTER ST  
 JACKSONVILLE, FL 32202**



9590 9401 0107 5225 9254 12

2. Article Number (Transfer from service label)

7015 1730 0002 0767 0442

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

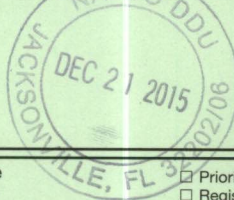
- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
 LUCA, VINCENT  
 LUCA, JEAN M  
 2840 SW 84 AVE  
 DAVIE, FL 33328-1611**



9590 9401 0107 5225 9254 29

2. Article Number (Transfer from)

7015 1730 0002 0767 0459

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Vincent Luca*

- Agent
- Addressee

B. Received by (Printed Name)

*V. Luca*

C. Date of Delivery

*12/11/15*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
 ATCF II FLORIDA-A LLC  
 MTAG, AS CUSTODIAN FOR ATCF II  
 FLORIDA-A LLC  
 P.O. BOX 54292  
 NEW ORLEANS, LA 70154-4292**



9590 9401 0107 5225 9254 36

2. Article Number (Transfer from service label)

7015 1730 0002 0767 0466

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Handwritten Signature]*

Age

Address

B. Received by (Printed Name)

*[Handwritten Name]*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If Yes, enter delivery address below:  No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collection Delivery
- Collection Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 33731 JANUARY 2016 WARNING  
TOWN OF DAVIE  
6591 ORANGE DR  
DAVIE, FL 33314**



9590 9401 0107 5225 9254 74

7015 1730 0002 0767 0503  
from service label

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *[Handwritten Signature]*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
 [Blank] 12-14-15

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |