

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

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 34129**

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: 504126-10-0110  
Certificate Number: 29562  
Date of Issuance: 05/17/2011  
Certificate Holder: RAPID VIDEO EDUCATION LLC  
Description of Property: DAVIE PARK 32-42 B  
LOT 11 BLK 1

Name in which assessed: TOP VIDEO & PRODUCTIONS USA % STUART A LIPSON ESQUIRE  
Legal Titleholders: TOP VIDEO & PRODUCTIONS USA  
% STUART A LIPSON ESQUIRE  
16900 NE 19 AVE  
NORTH MIAMI BEACH, FL 33162

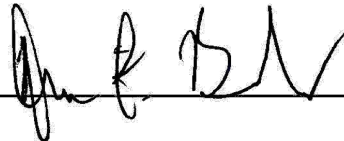
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of February, 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 14th day of January, 2016.

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: 01/14/2016, 01/21/2016, 01/28/2016 & 02/04/2016  
Minimum Bid: 23718.87

# 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

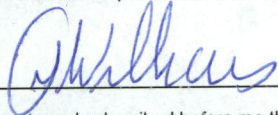
34129

NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER : 29562

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

01/14/2016 01/21/2016 01/28/2016 02/04/2016

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.

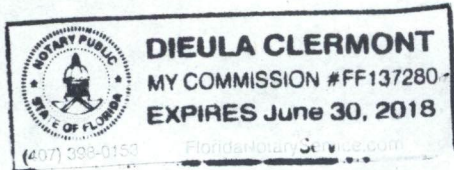


Sworn to and subscribed before me this  
4 day of FEBRUARY, A.D. 2016



(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 34129

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Certificate Holder:

RAPID VIDEO EDUCATION LLC

Description of Property:

DAVIE PARK 32-42 B

LOT 11 BLK 1

Name in which assessed:

TOP VIDEO & PRODUCTIONS

USA % STUART A LIPSON

ESQUIRE

Legal Titleholders:

TOP VIDEO & PRODUCTIONS

USA % STUART A LIPSON

ESQUIRE

16900 NE 19 AVE

NORTH MIAMI BEACH, FL

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broward.deedauction.net

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Dated this 14th day of January, 2016.

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: 23638.60

401-314

1/14-21-28 2/4 16-23/000058153B

Assignment: 8590 Service Sheet # 18-000535  
\*SERVE A.S.A.P. - RETURN TO TAX NOTICE TRAY\*  
BROWARD COUNTY, FL vs. TOP VIDEO & PRODUCTIONS USA TD 34120 CASE  
PLAINTIFF VS. DEFENDANT  
TAX SALE NOTICE COUNTY/BROWARD 2/17/2016 HEARING DATE  
TYPE OF WRIT COURT  
TOP VIDEO & PRODUCTIONS USA SERVE 6300 SW 41 COURT  
C/O STUART ALIPSON ESQUIRE DAVIE, FL 33314 14932 0620 1/17/2016  
Received this process on  
Date 1/8/2016

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

Served  
 Not Served - see comments  
1/7/2016 at 0840  
Date Time

On TOP VIDEO & PRODUCTIONS USA C/O STUART ALIPSON ESQUIRE 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: 1/7/2016 AT 0840 Posted in A Palm Tree

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: John Penardot 14932 D.S.  
Penardot

ORIGINAL

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
**PROPERTY ID # 504126-10-0110 (TD # 34129 )**

# WARNING

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

RECEIVED SHERIFF  
2016 JAN -6 AM 10:30  
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 January 29, 2016 .....\$ 22,576.42

Or

\* Amount due if paid by February 16, 2016 .....\$ 22,837.42

\*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 FEBRUARY 17, 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**

**TOP VIDEO & PRODUCTIONS USA  
% STUART A LIPSON ESQUIRE  
6300 SW 41 COURT,  
DAVIE FL 33314**

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

# SHERIFF'S RETURN OF SERVICE

# MIAMI-DADE COUNTY, FL

SERVICE NUMBER 2288902 / 0		TO BE SERVED TOP VIDEO & PRODUCTIONS USA		ALIAS/PLURIES
REFER TO SERVICE NUMBER ABOVE WHEN FILING AS ALIAS OR PLURIES		16900 NE 19 AVE N MIA BCH FL 33162		TRANSACTION # 1222202
<input type="checkbox"/> RETURN DATA CHANGE		COURT CASE NUMBER 504126-10-0110		PLAINTIFF TAX DEED ( BROWARD COUNTY, FL )
COURT	WRIT TYPE TAXN	DEFENDANT TOP VIDEO & PRODUCTIONS USA		DATE 01/11/2016
COURT DATE 02/17/2016	POSSESSION MAILED	MAIL RETURN TO THE RECORD, TAXES & TREASURY DIVISION TAX DEED SECTION ROOM#A-100 1155 ANDREWS AVE FT LAUDERDALE FL 33301		DEPOSIT NONE
ZONE 03 N	SERVICES 01	PHONE NUMBER 000 0000000		FEES 03- 40.00 09- 1.00 01- 0.00
RETURN DISBURSEMENT NUMBER RD - / -	CO-DEFENDANT (IF ANY)		TOT-CHECK 41.00 Q300227	
RECEIPT #				

MUST BE SERVED ON OR BEFORE 1/28/16 IF NOT SERVED THEN POST ON THE

### SERVICE INFORMATION

ALL ACTIONS PERFORMED IN ACCORD WITH APPLICABLE FLORIDA STATE STATUTES

SERVED  NOT SERVED

#### SERVICE DETAILS

- INDIVIDUAL SERVICE ON "TO BE SERVED"     
  EXECUTED PER INSTRUCTIONS     
  OTHER: See Comments

#### SUBSTITUTE SERVICE:

(Served On A Person Residing Therein of Age 15 Years or Older)

NAME

RELATIONSHIP TO "TO BE SERVED"

#### CORPORATE SERVICE:

(As Defined in F.S. 48.081 and F.S. 48.091)

NAME

POSITION

*Michelle*      *Confederas*      *Business Agent*  
 \_\_\_\_\_  
 NAME      POSITION

- RESIDENTIAL       COMMERCIAL

AT:

Posted After Following Prior Personal Service Attempts: ADDRESS

1. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_ am/pm \_\_\_\_\_ CIRCLE     
 2. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_ am/pm \_\_\_\_\_ CIRCLE

24 HOUR NOTICE POSTED: By \_\_\_\_\_ PRINT NAME     
 \_\_\_\_\_ COURT ID#      on \_\_\_\_\_ DATE     
 \_\_\_\_\_ TIME \_\_\_\_\_ am/pm \_\_\_\_\_ CIRCLE     
 R       C

PLACED IN POSSESSION: \_\_\_\_\_ NAME     
 \_\_\_\_\_ CONTACT #

#### NO SERVICE

#### NO-SERVICE DETAILS

- UNABLE TO LOCATE "TO BE SERVED" AND DOCUMENT COULD NOT LAWFULLY BE SERVED IN ANOTHER MANNER     
 "TO BE SERVED" NOT AT GIVEN ADDRESS     
 NO SERVICE PER DIRECTIONS OF PLAINTIFF/REPRESENTATIVE
- BANKRUPTCY       ASSETS NOT FOUND       PARTY PAYING DIRECT PER ABOVE NAMED PLAINTIFF/REPRESENTATIVE
- NO LONGER IN BUSINESS       FULLY SATISFIED       OTHER: See Comments     
 ATTEMPTS \_\_\_\_\_

### COMMENTS

NOTARIZATION OF SERVER'S SIGNATURE (BY SPECIFIC REQUEST AND FEE ONLY)

IDENTIFICATION PRODUCED (Specify Below)

PERSONALLY KNOWN

SWORN TO BEFORE ME ON \_\_\_\_\_

SIGNATURE \_\_\_\_\_

7

### RETURN

On 1/13/16 at 1012 am/pm  
 DATE TIME CIRCLE

J.D. Patterson, Director and Metropolitan Sheriff  
 Miami-Dade County, Florida

By DW/lsa PRINT NAME      [Signature] SIGNATURE      0927 COURT ID#

Deputy Sheriff       Court Support Specialist     
 Office: (305) 375-5100      Fax: (786) 469-3660

ORIGINAL-CLERK OF THE COURT

YELLOW-PLAINTIFF/REPRESENTATIVE

PINK-OTHER

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
**PROPERTY ID # 504126-10-0110 (TD # 34129)**

# WARNING

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

MIAMI-DADE POLICE DEPT COURT SERVICES BUREAU  
ATTN: TERESA, OVERTOWN TRANSIT VILLAGE SOUTH  
601 NW 1 COURT, 9<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33136

**ORIGINAL  
DOCUMENT**

### NOTE

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

**PLEASE SERVE THIS ADDRESS OR LOCATION**

**TOP VIDEO & PRODUCTIONS USA**

**% STUART A LIPSON ESQUIRE**

**16900 NE 19 AVE**

**NORTH MIAMI BEACH FL 33162**

**NOTE: THIS IS NOT THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION  
THIS IS THE ADDRESS OF THE OWNER!**

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

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 34129**

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LOT 11 BLK 1

Name in which assessed: TOP VIDEO & PRODUCTIONS USA % STUART A LIPSON ESQUIRE  
Legal Titleholders: TOP VIDEO & PRODUCTIONS USA  
% STUART A LIPSON ESQUIRE  
16900 NE 19 AVE  
NORTH MIAMI BEACH, FL 33162

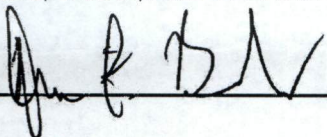
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Dated this 14th day of January, 2016.

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: 01/14/2016, 01/21/2016, 01/28/2016 & 02/04/2016  
Minimum Bid: 23718.87

401-314

**SERVED**  
DATE 1/13/16  
TIME 10:12 A  
BY   
BADGE # 0927  
FLORIDA SHERIFFS ASSOCIATION  
OFFICE OF THE  
METROPOLITAN SHERIFF  
COURT SERVICE BUREAU  
MIAMI-DADE COUNTY, FLORIDA

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

CERTIFICATE OF MAILING NOTICES

Tax Deed # 34129

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 4th day of January 2016, 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:

<b>TOWN OF DAVIE</b> 6591 ORANGE DR DAVIE FL 33314	<b>TOP VIDEO &amp; PRODUCTIONS USA</b> % STUART A LIPSON ESQUIRE 6300 SW 41 COURT, DAVIE FL 33314	<b>TOP VIDEO &amp; PRODUCTIONS USA</b> % STUART A LIPSON ESQUIRE 16900 NE 19 AVE NORTH MIAMI BEACH FL 33162
<b>ROGER BAUGH</b> 100 N 8TH AVE #8 TUMWATER, WA 98512	<b>TOWN OF DAVIE</b> CODE COMPLIANCE SPECIAL MAGISTRATE 6591 S.W. 45TH STREET DAVIE, FL 33314-3399	<b>BP LOANS, LLC</b> P.O. BOX 550064 FORT LAUDERDALE, FL 33355
<b>BP LOANS, LLC AND MEISTER</b> FINANCIAL GROUP, INC. P.O. BOX 550064 FORT LAUDERDALE, FL 33355	<b>TOWN OF DAVIE</b> ATTN: TOWN CLERK 6591 ORANGE DRIVE DAVIE, FL 33314	<b>BP LOANS, LLC</b> 1671 NW 144 TERRACE SUITE 107 SUNRISE, FL 33323
<b>TOP VIDEO &amp; PRODUCTIONS USA</b> C/O STUART A LIPSON ESQUIRE 16900 NE 19TH AVE MIAMI, FL 33162-3110 UNITED STATES		

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

<b>BROWARD COUNTY CODE ENFORCEMENT</b> PERMITTING LICENSING & PROTECTION DIVISION ATTN: DIANE JOHNSON GCW-1 NORTH UNIVERSITY DR PLANTATION, FL 33324	<b>BROWARD COUNTY CODE &amp; ZONING</b> ENFORCEMENT SECTION PLANNING & REDEVELOPEMENT DIV. ENVIRONMENTAL PROTECTION & GROWTH MGMT DEPT ATTN: GORDON MILLER GCW – 1 NORTH UNIVERSITY DR, MAILBOX 302 PLANTATION, FL 33324	<b>BROWARD COUNTY HIGHWAY CONSTRUCTION &amp; ENGINEERING DIVISION, RIGHT OF WAY SECTION</b> ATTN: FRANK J GUILIANO ONE N. UNIVERSITY DR., STE 300-B PLANTATION, FL 33324
<b>BROWARD COUNTY WATER &amp; WASTEWATER</b> ATTN: RACHEL FLEURY-CHARLES 2555 W. COPANS RD POMPANO BEACH, FL 33069	<b>BROWARD COUNTY PUBLIC WORKS DEPT</b> REAL PROPERTY SECTION ATTN: MARIE HAMMOND 115 S ANDREWS AVE, ROOM 326 FORT LAUDERDALE FL 33301	<b>BROWARD COUNTY SHERIFF'S DEPT.</b> 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 4th day of January 2016 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:	10/05/2015	Folio Number:	504126-10-0110
Internal Tax Deed Number:	34129	Parent Tract No:	NONE
Records Through	10/01/2015		

PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

**Lot 11, Block 1, DAVIE PARK, according to the Plat thereof, as recorded in Plat Book 32, Page 42, Public Records of Broward County, Florida.**

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

**Applicant:** RAPID VIDEO EDUCATION 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 40286, Page 705	TOP VIDEO & PRODUCTIONS USA
	% STUART A LIPSON ESQUIRE
Warranty Deed	16900 NE 19 AVE
	NORTH MIAMI BEACH FL 33162

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

O.R. Book 40286, Page 707	BP Loans, LLC
Mortgage	P.O. Box 550064
	Fort Lauderdale, FL 33355

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

O.R. Book 40286, Page 718	BP Loans, LLC and Meister Financial Group, Inc.
Mortgage	P.O. Box 550064
	Fort Lauderdale, FL 33355

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

TOP VIDEO & PRODUCTIONS USA  
 % STUART A LIPSON ESQUIRE  
 16900 NE 19 AVE  
 NORTH MIAMI BEACH FL 33162

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

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

**APPLICATION FOR HOMESTEAD: NONE**

**GROSS ASSESSMENT: \$36,220.00**

**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	2008	34129	\$3,733.51	RAPID VIDEO EDUCATION LLC
Tax Deed	2009	34129	\$3,485.28	RAPID VIDEO EDUCATION LLC
Tax Deed	2010	34129	\$2,715.29	RAPID VIDEO EDUCATION LLC
Tax Deed	2011	34129	\$759.60	RAPID VIDEO EDUCATION LLC
Tax Deed	2012	34129	\$757.16	RAPID VIDEO EDUCATION LLC
Tax Deed	2013	34129	\$767.20	RAPID VIDEO EDUCATION LLC
Certificate	2014	14598	\$833.52	ROGER BAUGH

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



Prepared by and return to:  
Gary S. Glasser, P.A.  
19 West Flagler Street Suite 1400  
Miami, FL 33130  
305-377-4187  
File Number: Miller1  
Parcel Identification Number: 50-41-26-10-0110

[Space Above This Line For Recording Data]

### Warranty Deed

This Warranty Deed made this 10th day of August, 2005 between Anthony L. Miller, a single man whose post office address is P.O. Box 610217, Miami, FL 33261, grantor, and Top Video & Productions USA, Inc. whose post office address is 6300 SW 41 Court, Fort Lauderdale, FL 33314, grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lot 11, Block I, DAVIE PARK, according to the Plat thereof, as recorded in Plat Book 32, Page 42, Public Records

Parcel Identification Number: 50-41-26-10-0110

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: STUART LIPSON

Witness Name: THERESA LAM

Anthony L. Miller (Seal)  
Anthony L. Miller

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of August, 2005 by Anthony L. Miller, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DoubleTime

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**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$85,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**MORTGAGE**

THIS MORTGAGE, executed August 10, 2005 between Tap Video & Productions USA, Inc., a FL corp., who has a post office address of 412 S. Dixie Hwy, Hallandale, Florida, 33009 hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and BP Loans, LLC, which has a post office address of PO Box 550064, Ft. Lauderdale, Florida, 33355, hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

WITNESSETH: That for divers good and valuable considerations, and, also in consideration of the aggregate sum of \$85,000.00 named in the promissory note of even date herewith, which has a maturity date of 8/10/2007 (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the Mortgagor does grant, bargain, sell, alienate, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Broward, State of Florida, to wit:

Legal Description:	Lot 11, Block 1 of Davie Park, according to the plat thereof, as recorded in Plat Book 32, at Page 42, of the Public Records of Broward County, Florida
Street Address:	6300 SW 41 Court, Davie, Florida 33314

**THIS IS A FIRST MORTGAGE**

A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at their option, to declare immediately due and payable the entire unpaid principal balance of the promissory note hereby secured, anything contained herein or in said promissory note to the contrary notwithstanding.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable. Also all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

*[Handwritten Signature]*  
INITIALS

*[Handwritten Circled Number 11]*

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances, unto the said Mortgage, is fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that the said Mortgage is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land, that said land is free and clear of all other and prior liens, assessments, judgements, taxes and encumbrances, that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whatsoever.

PROVIDE ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said promissory note, including renewals, extensions and modifications thereof in the manner as therein specified, and shall pay all other sums provided to be paid by the mortgage, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. PROMPT PAYMENTS. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally come due. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien, then Mortgagor shall be required to provide to Mortgagee such written evidence satisfactory to mortgagee (i.e., copy of canceled check) of the timely payment of the first mortgage covering the Subject Property described herein. Failure to timely provide such satisfactory evidence shall constitute a default hereunder.

2. TAXES AND ASSESSMENTS. To pay all and singular taxes, assessments (including Condominium assessments), levies, liabilities, obligation and encumbrances of every nature on described property, each and every, within the time specified in paragraph 7 below, and if the said shall not be promptly paid, the mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at this note rate.

3. MAINTAIN INSURANCE. To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured. In a company or companies approved by the Mortgagee, against loss by fire and windstorm and flood, or the highest insurable value so that the Mortgagee's interest is not subject to co-insurance. Such insurance may not be written for a term of less than one (1) year and premiums thereunder shall be payable only in lump sum in advance and not in installments nor may such premium be financed. The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payments on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the highest rate allowable by law. Mortgagor shall pay promptly, when due, any premiums on such insurance. Mortgagor acknowledges that in the event that the Mortgagee receives a cancellation notice, which constitutes an event of default, the Mortgagor shall be responsible to pay a processing fee to Mortgagee of \$50.00 in addition to any costs incurred by Mortgagee to reinstate the insurance.

Mortgagor specifically assumes the obligation of notifying each and every insurer hereunder that any insurance policy placed upon the property may not be canceled under any circumstances without the giving of thirty (30) days notice to the Mortgagee prior to such cancellation. In the event of loss, Mortgagor shall give immediate notice by certified mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, Mortgagee in this instance being acknowledged and agreed to be the Attorney-In-Fact for Mortgagor fully empowered to make such proof of loss. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee. Mortgagee is hereby authorized, at his option to settle and compromise any claims, awards, damages, right of action and proceeds, and any other payment of relief under any and all insurance policies. In the event of foreclosure of this Mortgage or other transfer to title to the Mortgagee Property in extinguishment of the indebtedness.

  
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secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee, if Mortgagee permits the assumption. In the event of default under the terms of the note, this mortgage or any other instrument hereunder, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to the Mortgagor's credit and shall be entitled to receive any return premium from the cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. **CARE OF MORTGAGED PROPERTY.** To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof; Mortgagor shall not remove or demolish any building or other real or personal property forming a part of the Mortgaged Property without the written consent of Mortgagee. Upon the failure of the Mortgagor to keep the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of 5 days, shall constitute a breach of this Mortgage and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided. In the event of default hereunder and the Mortgagor fails to comply with all of the provisions of this paragraph, then Mortgagee may take any and all steps necessary to secure the premises from further waste or destruction or diminution of the security for the mortgage hereunder. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time between the hours of 9:00 A.M. and 7:00 P.M., seven days a week and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection. Mortgagee will give Mortgagor 3 days advance notice of Mortgagee's intention to make such inspections. Should Mortgagor refuse to permit Mortgagee or Mortgagee's agents to make said inspections within 4 days after said Mortgagor have been notified, this will be deemed a breach of the mortgage agreements and such breach will entitle Mortgagee to immediately accelerate the note and mortgage. Should Mortgagor not reside on premises, no notice to Mortgagor by Mortgagee will be required to conduct said property inspections. Mortgagor agree to notify any tenants they may have in the subject property of Mortgagee's right to inspect the premises between the hours of 9:00 A.M. and 7:00 P.M. seven days a week. In the event of default under any of the terms of this mortgage instrument, the Mortgagee shall be entitled to make or cause to be made, any inspections, appraisals or evaluations as lender shall deem necessary to ascertain and confirm the value of the collateral pledged hereby. The cost of any such inspections, appraisals or evaluations shall be borne by the Mortgagor.

5. **HAZARDOUS MATERIALS.** Mortgagor represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as hereinafter defined), on, from, or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and no tenant or subtenant has used Hazardous Materials on, from, or affecting the Mortgaged Property, in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required thereunder. Any violation of the terms of this paragraph shall be deemed an event of default.

6. **RECEIVERSHIP.** To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in said promissory note and deed set forth. Mortgagee may pursue any other remedy available

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to it including but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by proceedings or by the exercise of its power with respect to entry to taking possession, or both, as Mortgagee may determine. Mortgagor specifically waives the right to object to the appointment of a receiver and consent that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee, and without reference to the adequacy of the value of the mortgaged property or to the solvency or insolvency of the Mortgagor or to the fact that the property is or may be homestead property or any other reason whatsoever. Mortgagor agrees to surrender possession and occupancy of the property herein described to Mortgagee or mortgagee-receiver upon demand. The rights granted by this paragraph shall apply only in events of default under the mortgage.

7. **TAXES.** To deliver unto the Mortgagee, on or before January 1st of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the note until the Note is paid in full, 1/12th of (a) the yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand therefore any shortfall as to such items, with any excess sums to be refunded by Mortgagee. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. In the event that escrows are required, Mortgagor shall collect a two month cushion in advance, and maintain said two month payment cushion throughout the term of the mortgage. In the event that escrows are held by Mortgagee, if upon annual accounting there is an escrow overage which would be returned to the Mortgagor, and the Mortgagor owes Mortgagee any late fees or other accrued charges which the Mortgagee would have a right to collect as per the terms of this mortgage, Mortgagor hereby assigns to mortgagee the right to deduct any such charges from the escrow overage prior to refund.

8. **COSTS.** To pay all and singular the costs, charges and expenses, including attorneys fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from the date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction herefor. Mortgagor acknowledges that in the event that the Mortgagee is required to make any advances under the terms of this mortgage, which failure of Mortgagor to pay has constituted an event of default, the Mortgagor shall be responsible to pay a charge to Mortgagee of \$50.00 per disbursement to cover Mortgagees expenses in making same.

9. **ATTORNEY'S FEES.** The term "Attorney's Fees" as used in this mortgage includes any and all legal fees of whatever nature including but not limited to, costs of collection prior to the institution of suit, fees resulting from the prosecution or defense of any nature of legal action brought by virtue of this mortgage or any other matter affecting the mortgaged property, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, all legal fees during such time that Mortgagor may file or be in bankruptcy and subsequently, and any and all legal fees incurred by Mortgagee from the creation of this mortgage and note until the note and mortgage are satisfied or the property is sold at foreclosure auction and including attorney fees necessary to obtain and subsequently collect on a deficiency judgment against Mortgagor.

10. **DEFENSE OF THIRD-PARTY ACTIONS.** That if any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any

  
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litigation to prosecute or defend the rights and liens created by this Mortgage (including reasonable attorneys fees), shall be paid by the Mortgagor, together with the interest thereon, at the highest rate allowable by law. Any such sum, and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.

11. EXTENSION IS NOT A WAIVER. That no extension of the time or modification of the terms of payment of the Promissory Note and no release of any part or parts of the Mortgaged Property by the Mortgagee shall release, relieve, or discharge the Mortgagor from the payment of any sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee. Any acceptance by the Mortgagee of late or part payment of any installment of principal or interest, or both, or of late or part performance of any covenant, or delay by the Mortgagee for any period of time in exercising the option to mature the entire debt secured hereby shall not operate as a waiver or forfeiture of the right to exercise such option or mature the entire debt secured hereby. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING MAY RESULT IN A MODIFICATION OF THE COMMON LAW RULES OF WAIVER AND ESTOPPEL. THE MORTGAGOR AFFIRMATIVELY STATES THAT SUCH MODIFICATION IS INTENDED, IT BEING IN THE BEST INTERESTS OF THE MORTGAGOR TO PERMIT THE MORTGAGEE FLEXIBILITY IN RESPONDING TO VARIOUS SITUATIONS. As an example, it is to the Mortgagor's benefit that although the Mortgagee has the right to immediate acceleration without notice or demand, the mortgagee not be obligated to accelerate the obligations of the Mortgagor secured hereby where the Mortgagor fails to make a payment when it is due; rather the Mortgagee may permit said late payment without prejudicing the Mortgagee's right hereunder.

12. COLLECTION OF RENTS. Mortgagor unconditionally assigns and transfers to Mortgagee all of the rents and revenues of the property. Mortgagor authorizes Mortgagee or Mortgagee's agent to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Mortgagee or Mortgagee's agent. However, prior to Mortgagee's notice to Mortgagor of Mortgagor's default, Mortgagor shall be entitled to collect the rents, issues and profits from the premises as trustee for the benefit of Mortgagor and Mortgagee. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only. In the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable. This assignment terminates automatically upon satisfaction of this mortgage.

13. THIRD-PARTY FORECLOSURE PROCEEDINGS. If foreclosure proceedings should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein, and interest shall accrue thereon and the highest rate allowable by law from the date of advancement of said sums by Mortgagee until paid. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable. Mortgagor hereby irrevocably authorizes Mortgagee at any time to obtain any information Mortgagee may wish from any such superior mortgage on the subject property. Should such superior mortgage require any further authorization to give Mortgagee any information on such superior mortgages, Mortgagor shall immediately, upon demand of Mortgagee, provide such superior mortgagees with any authorization necessary.

  
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14. **INCREASING PRINCIPAL OF ANY SUPERIOR MORTGAGE ON SUBJECT PROPERTY.** Mortgagor shall not in any way increase, or cause to be increased, or attempt to increase the amount of any indebtedness, encumbrance, lien or mortgage which is superior or equal in right, priority and dignity to this mortgage. Should nevertheless such superior or equal dignity mortgage be increased, the **PRINCIPAL INCREASE OF SUCH SUPERIOR OR EQUAL DIGNITY MORTGAGE IS HEREBY IRREVOCABLY ASSIGNED TO MORTGAGEE.** And, the act of increasing such principal of any superior or equal dignity mortgage is a default in these agreements and will entitle Mortgagee to immediately accelerate this mortgage in accordance with all remedies herein.

15. **NOTICE.** That the mailing of a written notice of demand, addressed to the mortgagor and owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, certified mail, return receipt requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

16. **MAINTENANCE OF PRIORITY.** That to the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

17. **ACCELERATION OF MORTGAGE.** That, if any of the sums of money herein referred to be not promptly and fully paid within five (5) days next after the same severally come due and payable, or if each and every of the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, and aggregate sum mentioned in said Promissory note then remaining unpaid with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in said note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution.

18. **FUTURE ADVANCES.** That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200 % of original principal sum hereof plus interest thereon and any costs of preparing such future advance documents, inspections to the premises, disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than five (5) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

  
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In the event that the mortgage contemplates a future advance, or is disbursed in draws or periodic payments, Mortgagee shall have the right to refuse to make any further disbursements hereunder, regardless of any agreements with Mortgagor to do so, if any of the payments hereunder from the inception of the loan, have been made after the applicable grace period.

19. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and are hereby irrevocably authorized, at their option, to commence, appear in and prosecute in its own or Mortgagors name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards and damages, claims rights of action and proceeds, any other payments of relief and the right hereto, are hereby assigned by the Mortgagor to Mortgagee; and Mortgagee after deducting therefrom all his expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the note. Any balance of monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, as rights of action and proceeds as Mortgagee may require and should it be necessary for Mortgagee to retain counsel and compel Mortgagor to comply, Mortgagor agrees in this event to pay all attorney fees of Mortgagee in such action for this purpose.

20. ESTOPPEL CERTIFICATE. That the Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses with the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle this holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. EXECUTION OF ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and be recorded or filed and thereafter to be re-recorded or refiled at such time and such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the note and this mortgage, and all other instruments securing the note, and the lien of this mortgage upon all of the mortgaged property. Upon any failure for any reason by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoint Mortgagee as agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

22. EVENT OF DEFAULT. Any one of the following shall constitute an event of default: (a) If the Mortgagor defaults in the performance of any of Mortgagor's covenants and agreements contained herein, particularly including, but not limited to the covenants and agreements contained in Paragraphs 2, 3, 4, 7, 8 and 13 hereof, and the said default can be cured by the payment of money, Mortgagee shall have the right at any time, and without waiving or affecting its option to foreclose or any other rights hereunder, to pay such sums of money as may be necessary or required to cure the default, and all sums so paid shall forthwith upon payment thereof, together with interest thereon at the highest rate and any

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and all costs, charges, abstract fees, attorney's fees and other expenses incurred or expended in connection with the said payment, be due and payable from the Mortgagor to the Mortgagee, and the Mortgage shall stand as security therefor, and any sums so paid shall be deemed an indebtedness in addition to the indebtedness hereby secured. (b) Failure for any reason by Mortgagor(s) to duly keep, perform and observe any other covenant, condition or agreement in the note, this mortgage, any other instrument securing the note or any other instrument collateral to the note or executed in connection with the sums secured hereby for a period of five (5) days after Mortgagee gives written notice specifying the breach. (c) If either Mortgagor or any Guarantor or endorsee of the note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of itself or of all or any substantial part of the Mortgaged Property, or (v) makes any general assignment for the benefit of the creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due, or (vii) a court of competent jurisdiction enters and order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the note, seeking any relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for any aggregate of sixty (60) days whether or not consecutive from the date of entry thereof, or (viii) any trustee, receiver or liquidator or Mortgagor or all of any substantial part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive. (ix) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the note, this mortgage or any other instrument securing the note or relied upon by the Mortgagee in making the loan herein secured. **IN THE EVENT OF DEFAULT OF ANY PAYMENT DUE MORTGAGOR, THE MORTGAGEE AGREES TO PAY TO MORTGAGOR A REINSTATEMENT FEE EQUAL TO 1% OF THE UNPAID PRINCIPAL BALANCE, OR \$250.00, WHICHEVER IS GREATER. SAID SUM IS INTENDED TO REIMBURSE MORTGAGOR FOR COSTS EXPENDED FOR THE DEFAULT, EXCLUSIVE OF COLLECTION FEES AND COSTS, IF ANY.**

23. **REMEDIES AFTER DEFAULT.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lot or parcels, the Mortgaged Property under the Judgment or decree of a court or courts of competent jurisdiction.

24. **ABANDONMENT.** If at any time while this mortgage is in default the mortgaged premises shall be abandoned, vacated or left unattended, the Mortgagee, in its discretion such steps are necessary for the protection of the property, shall have the right, power and authority at its option to enter, upon the property and to secure same by changing the locks thereon; to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the premises and may also place signs thereon offering to sell the premises subject to its acquisition of title thereto by foreclosure proceedings or otherwise and to show the property to potential purchasers; and any such action by Mortgagee as described above shall not be deemed a trespass or trespasses or unlawful detainer upon such premises. Furthermore, in the event of default hereunder, and the Mortgagor shall, either prior or subsequent to said default, remove or cause to be removed all or substantially all of the Mortgagors personal property on the mortgaged property, the such default and abandonment of the property shall constitute a default and abandonment of the mortgaged premises by the Mortgagor. Upon acquisition of title to the mortgaged premises by the Mortgagee by foreclosure sale or otherwise, Mortgagee shall have the right to remove from the premises any and all personal property therein contained and no liability shall attach to the Mortgagee to account for such personal property or for damages occasioned by the loss, theft or removal of such personal property. Any costs or expenses of Mortgagee for securing, repairing or any other activities upon the premises pursuant to this paragraph shall be the responsibility of the Mortgagor.

25. **MUNICIPAL CODE VIOLATIONS.** Should the property, whether occupied or vacant, be left in grossly unrepaired condition, to the point that municipal liens start accruing, or should the lender be made aware that or have good reason to believe that municipal liens may start accruing soon, or should the property be vandalized or damaged such that a grossly unrepaired lienable condition exists, then Lender shall have the right, at his sole discretion, to pull permits

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and/or make repairs, no matter how extensive, to bring the property into compliance with applicable municipal regulations, so as to abate the risk of liens to the property, at whatever reasonable expense as deemed necessary and prudent by Lender. Borrower hereby appoints Lender as his agent to apply for any permits which may be required to repair the property. Borrower acknowledges that any costs incurred by Lender for permits, labor and/or materials, or any other cost associated with such property repair, including but not limited to the cost of any municipal liens paid on the account of Borrower, shall be deemed an advance under the applicable terms of this mortgage and shall accrue interest at the highest rate allowable by law.

26. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence to this mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

27. MODIFICATION. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change of changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorser of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorser, if any, and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is un-released, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whatsoever.

28. PAYOFF. Payoff funds shall be paid only by a local bank or cashier's check. Mortgagor shall prepare and deliver to Mortgagee a Satisfaction of Mortgage form for execution. Mortgagee shall upon request return the original documents herein marked paid and canceled. The Mortgagor shall be responsible for recording the Satisfaction of Mortgage. Payoff may only be made at the location designated by the lender. In the case where the Mortgagee has prepared the Satisfaction of Mortgage, an administrative fee of \$25.00 will be charged to the Mortgagor. Any payoff not received by 12 noon must include per diem interest through the next business day. Mortgagee will provide one Payoff/Estoppel letter at the request of Mortgagor during the term of this mortgage at no charge. There will be an administrative charge of \$25.00 for each additional payoff/estoppel letter requested. Borrower shall be responsible for the payment of any fees and/or costs incurred by the lender in connection herewith.

29. AGENT FOR SERVICE OF PROCESS. It is hereby understood and agreed between the Mortgagor(s) and Mortgagee that in the event the Mortgagor vacates and/or abandons the mortgaged property prior to the expiration of the term of and satisfaction of this mortgage or evades service of process or cannot be located using diligent attempts at service of process, the Mortgagor does hereby nominate and appoint STAN LIPSON who is a resident of DADE County, Florida and who has a home address of 16400 NW 21st Ave N.W.B K-33162 to accept service of process in his absence, should a default arise and the Mortgagee is compelled to file suit hereunder. NOTE: In order to reduce costs which will ultimately be charges to and paid by the Mortgagee in the event suit is filed hereunder, the following is recommended suggested to be filled out, but is not mandatory. In the event that the above named nominee should be unavailable for service of process, then and in that event, the Mortgagor does hereby authorize and direct the Mortgagee to serve IMPANZO BRAD who is a resident of DADE County, Florida and who has a home address of 11091 Biscayne Blvd #500 Miami Fl 33151 to accept service of process.

  
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Said service of process shall be sufficient to provide in rem and in personam jurisdiction so as to provide any court with competent jurisdiction to establish sufficient service of process and to seek deficiency awards, if applicable, in any legal action initiated by the Mortgagee, including but not limited to foreclosure actions.

30. NO TRANSFERS. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the note, Mortgagee has considered and relied upon the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease, enter into any contract for deed, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or contract for deed or encumbrance made without the Mortgagee, including but not limited to foreclosure actions.

31. SUBMISSION TO JURISDICTION OF COURT. Mortgagor stipulates and submits to the jurisdiction of the Courts of the State of Florida, admits as true the authenticity of the Mortgage and Note; and waives the right to assert or file and: (i) affirmative defenses to any Complaint; and (ii) permissive or mandatory counterclaims against Mortgagee or any of its predecessors in interest, subsidiaries, affiliates, officers, directors, agents or attorneys, except for any claims which might exist solely related to Mortgagor's right to receive notice and have an opportunity to cure a default after this date and that Mortgagee shall have the right to an immediate judgment in this lawsuit based upon the admissions contained herein. It shall be presumed that if Mortgagor, through subsequent pleading, denies the allegations of the Complaint, or otherwise files affirmative defenses or counterclaims, that such filings are made in bad faith and for the sole purpose of hindering and delaying the lawsuit.

32. HOMESTEAD DISCLAIMER. The Mortgagor covenants with and stipulates to the Mortgagee that the mortgaged premises is not, and will not become, during the term of this Mortgage the Homestead property of the Mortgagor and that any attempt to make said property the homestead of the Mortgagor during the term of this mortgage is being done for the sole purpose of hindering and delaying the process of foreclosure, and as such, shall not be binding in any legal process hereunder.

NOTE: The preceding paragraph shall only be applicable if the Mortgagor(s) initials appear here:

~~33. REQUIRED REPAIRS. ALL REPAIRS AND IMPROVEMENTS NECESSARY TO PUT THE MORTGAGED PREMISES IN SALEABLE CONDITION MUST BE COMPLETED WITHIN - 90 DAYS OR THIS MORTGAGE WILL BE IN DEFAULT.~~

34. MISCELLANEOUS. All changes, alterations, deletions or additions to the substance of any paragraph in this mortgage which have been agreed to between Mortgagor and Mortgagee, have been initialed by the Mortgagor as additional proof of Mortgagor's consent thereto. In the event that any of the covenants, agreements, instrument securing the note, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note and by any other instrument securing the note shall be in no way affected, prejudiced or disturbed thereby. In the event that this mortgage agreement is governed by HOEPA, despite statements to the contrary herein, the default rate of interest shall not exceed the note rate.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written, has executed these presents under seal; in the manner prescribed by law.

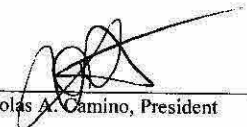
  
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THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$85,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered  
In the presence of:

By: Top Video & Productions USA, Inc., a FL corp.

(  )  
Stuart Lipsky, Witness

(  )  
Nicolas A. Camino, President

( Theresa Lam ) Witness

THIS IS NOT AN OFFICIAL COPY

State of Florida  
County of MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of August, 2005 by Nicolas A. Camino who is/are personally known to me OR has produced their FLORIDA DRIVERS LICENSE as identification.

NAME: \_\_\_\_\_  
Notary Public, State of Florida  
Commission # \_\_\_\_\_ my commission expires: \_\_\_\_\_



Prepared by and return to:  
BP Loans, L.L.C.  
C/O Phil Solarana  
PO Box 550064  
Ft. Lauderdale, FL 33355

SPACE ABOVE THE LINE FOR RECORDING DATE

**COLLATERAL ASSIGNMENT OF NOTE & MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS: That BP Loans, LLC., a Florida limited liability corporation, party of the first part, whose mailing address is PO Box 550064, Ft. Lauderdale Florida, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, received from on behalf of OCEAN BANK, party of the second part, whose post office address is 780 N.W. 42 Avenue, Miami, FL 33126, on or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell assign, transfer, and set over unto the said party of the second part, that certain mortgage bearing the date of August 10, 2005, made by Top Video & Productions USA, Inc. in favor of BP Loans, LLC., a Florida corporation recorded in O.R. Book 40286 Page 707, under Clerk's File No. \_\_\_\_\_ of the Public Records of Broward County, Florida upon the following described piece of parcel land, situate and being said County and State to wit:

Legal Description: Lot 11, Block 1 of Davie Park, according to the plat thereof, as recorded in Plat Book 32, at Page 42, of the Public Records of Broward County, Florida

Street Address: 6300 SW 41 Court, Davie, Florida 33314

This is a collateral assignment to secure repayment of obligations of Assignor to Ocean Bank. DOCUMENTARY STAMPS HAVE PREVIOUSLY BEEN PAID ON THIS NOTE.

TO HAVE AND TO HOLD the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 15 day of August 2005.

Signed, sealed and delivered in the presence of:

BP Loans, LLC

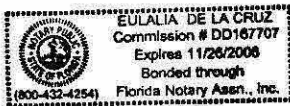
By:

*Phil Solarana*  
Phil Solarana, Managing Member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of August 2005, by Phil Solarana, Managing Member of BP Loans, LLC, Inc., a Florida limited liability corporation, who is personally known to me.

*Eulalia De la Cruz*  
Name: EULALIA DE LA CRUZ  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



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**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$35,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**MORTGAGE**

THIS MORTGAGE, executed August 10, 2005 between Top Video & Productions USA, Inc., a FL corp., who has a post office address of 412 S. Dixie Hwy. Hallandale, Florida, 33009 hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and BP Loans, LLC (50%), and Meister Financial Group, Inc (50%), which has a post office address of PO Box 550064, Ft. Lauderdale, Florida, 33355 hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee-trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by FS 689.071.

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum of \$35,000.00 named in the promissory note of even date herewith, which has a maturity date of 8/10/2007 (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the Mortgagor does grant, bargain, sell, alienate, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Broward, State of Florida, to wit:

Legal Description: Lot 11, Block 1 of Davie Park, according to the plat thereof, as recorded in Plat Book 42, at Page 42, of the Public Records of Broward County, Florida

Street Address: 6300 SW 41 Court, Davie, Florida 33314

**THIS IS A SECOND MORTGAGE**

A conveyance, transfer or exchange of the subject property without the express written consent of the Mortgagee shall entitle the Mortgagee, at their option, to declare immediately due and payable the entire unpaid principal balance of the promissory note hereby secured, anything contained herein or in said promissory note to the contrary notwithstanding.

TOGETHER WITH all structures and improvements now and hereafter on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable. Also all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

  
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(11)



TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances, unto the said Mortgage, is fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that the said Mortgage is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land, that said land is free and clear of all other and prior liens, assessments, judgements, taxes and encumbrances, that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgage as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whatsoever.

PROVIDE ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said promissory note, including renewals, extensions and modifications thereof in the manner as therein specified, and shall pay all other sums provided to be paid by the mortgage, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. **PROMPT PAYMENTS.** To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally come due. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien, then Mortgagor shall be required to provide to Mortgagee such written evidence satisfactory to mortgagee (i.e., copy of canceled check) of the timely payment of the first mortgage covering the Subject Property described herein. Failure to timely provide such satisfactory evidence shall constitute a default hereunder.

2. **TAXES AND ASSESSMENTS.** To pay all and singular taxes, assessments (including Condominium assessments), levies, liabilities, obligation and encumbrances of every nature on described property, each and every, within the time specified in paragraph 7 below, and if the said shall not be promptly paid, the mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at this note rate.

3. **MAINTAIN INSURANCE.** To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured. In a company or companies approved by the Mortgagee, against loss by fire and windstorm and flood, or the highest insurable value so that the Mortgagee's interest is not subject to co-insurance. Such insurance may not be written for a term of less than one (1) year and premiums thereunder shall be payable only in lump sum in advance and not in installments nor may such premium be financed. The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payments on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the highest rate allowable by law. Mortgagor shall pay promptly, when due, any premiums on such insurance. Mortgagor acknowledges that in the event that the Mortgagee receives a cancellation notice, which constitutes an event of default, the Mortgagor shall be responsible to pay a processing fee to Mortgagee of \$50.00 in addition to any costs incurred by Mortgagee to reinstate the insurance.

Mortgagor specifically assumes the obligation of notifying each and every insurer hereunder that any insurance policy placed upon the property may not be canceled under any circumstances without the giving of thirty (30) days notice to the Mortgagee prior to such cancellation. In the event of loss, Mortgagor shall give immediate notice by certified mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, Mortgagee in this instance being acknowledged and agreed to be the Attorney-In-Fact for Mortgagor fully empowered to make such proof of loss. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee. Mortgagee is hereby authorized, at his option to settle and compromise any claims, awards, damages, right of action and proceeds, and any other payment of relief under any and all insurance policies. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness

  
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secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee, if Mortgagee permits the assumption. In the event of default under the terms of the note, this mortgage or any other instrument hereunder, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to the Mortgagor's credit and shall be entitled to receive any return premium from the cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. CARE OF MORTGAGED PROPERTY. To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof, Mortgagor shall not remove or demolish any building or other real or personal property forming a part of the Mortgaged Property without the written consent of Mortgagee. Upon the failure of the Mortgagor to keep the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of 5 days, shall constitute a breach of this Mortgage and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided. In the event of default hereunder and the Mortgagor fails to comply with all of the provisions of this paragraph, then Mortgagee may take any and all steps necessary to secure the premises from further waste or destruction or diminution of the security for the mortgage hereunder. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time between the hours of 9:00 A.M. and 7:00 P.M., seven days a week and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection. Mortgagee will give Mortgagor 3 days advance notice of Mortgagee's intention to make such inspections. Should Mortgagor refuse to permit Mortgagee or Mortgagee's agents to make said inspections within 4 days after said Mortgagor have been noticed, this will be deemed a breach of the mortgage agreements and such breach will entitle Mortgagee to immediately accelerate the note and mortgage. Should Mortgagor not reside on premises, no notice to Mortgagor by Mortgagee will be required to conduct said property inspections. Mortgagor agree to notify any tenants they may have in the subject property of Mortgagee's right to inspect the premises between the hours of 9:00 A.M. and 7:00 P.M. seven days a week. In the event of default under any of the terms of this mortgage instrument, the Mortgagee shall be entitled to make or cause to be made, any inspections, appraisals or evaluations as lender shall deem necessary to ascertain and confirm the value of the collateral pledged hereby. The cost of any such inspections, appraisals or evaluations shall be borne by the Mortgagor.

5. HAZARDOUS MATERIALS. Mortgagor represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as hereinafter defined), on, from, or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and no tenant or subtenant has used Hazardous Materials on, from, or affecting the Mortgaged Property, in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required thereunder. Any violation of the terms of this paragraph shall be deemed an event of default.

6. RECEIVERSHIP. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in said promissory note and deed set forth. Mortgagee may pursue any other remedy available

  
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to it including but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by proceedings or by the exercise of its power with respect to entry to taking possession, or both, as Mortgagee may determine. Mortgagor specifically waives the right to object to the appointment of a receiver and consent that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee, and without reference to the adequacy of the value of the mortgaged property or to the solvency or insolvency of the Mortgagor or to the fact that the property is or may be homestead property or any other reason whatsoever. Mortgagor agrees to surrender possession and occupancy of the property herein described to Mortgagee or mortgagee-receiver upon demand. The rights granted by this paragraph shall apply only in events of default under the mortgage.

7. TAXES. To deliver unto the Mortgagee, on or before January 1st of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the note until the Note is paid in full, 1/12th of (a) the yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand therefore any shortfall as to such items, with any excess sums to be refunded by Mortgagee. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. In the event that escrows are required, Mortgagor shall collect a two month cushion in advance, and maintain said two month payment cushion throughout the term of the mortgage. In the event that escrows are held by Mortgagee, if upon annual accounting there is an escrow overage which would be returned to the Mortgagor, and the Mortgagor owes Mortgagee any late fees or other accrued charges which the Mortgagee would have a right to collect as per the terms of this mortgage, Mortgagor hereby assigns to mortgagee the right to deduct any such charges from the escrow overage prior to refund.

8. COSTS. To pay all and singular the costs, charges and expenses including attorneys fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from the date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction herefor. Mortgagor acknowledges that in the event that the Mortgagee is required to make any advances under the terms of this mortgage, which failure of Mortgagor to pay has constituted an event of default, the Mortgagor shall be responsible to pay a charge to Mortgagee of \$50.00 per disbursement to cover Mortgagee's expenses in making same.

9. ATTORNEY'S FEES. The term "Attorney's Fees" as used in this mortgage includes any and all legal fees of whatever nature including but not limited to, costs of collection prior to the institution of suit, fees resulting from the prosecution or defense of any nature of legal action brought by virtue of this mortgage or any other matter affecting the mortgaged property, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, all legal fees during such time that Mortgagor may file or be in bankruptcy and subsequently, and any and all legal fees incurred by Mortgagee from the creation of this mortgage and note until the note and mortgage are satisfied or the property is sold at foreclosure auction and including attorney fees necessary to obtain and subsequently collect on a deficiency judgment against Mortgagor.

10. DEFENSE OF THIRD-PARTY ACTIONS. That if any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any

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litigation to prosecute or defend the rights and liens created by this Mortgage (including reasonable attorneys fees), shall be paid by the Mortgagor, together with the interest thereon, at the highest rate allowable by law. Any such sum, and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.

11. EXTENSION IS NOT A WAIVER. That no extension of the time or modification of the terms of payment of the Promissory Note and no release of any part or parts of the Mortgaged Property by the Mortgagee shall release, relieve, or discharge the Mortgagor from the payment of any sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee. Any acceptance by the Mortgagee of late or part payment of any installment of principal or interest, or both, or of late or part performance of any covenant, or delay by the Mortgagee for any period of time in exercising the option to mature the entire debt secured hereby shall not operate as a waiver or forfeiture of the right to exercise such option or mature the entire debt secured hereby. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING MAY RESULT IN A MODIFICATION OF THE COMMON LAW RULES OF WAIVER AND ESTOPPEL. THE MORTGAGOR AFFIRMATIVELY STATES THAT SUCH MODIFICATION IS INTENDED, IT BEING IN THE BEST INTERESTS OF THE MORTGAGOR TO PERMIT THE MORTGAGEE FLEXIBILITY IN RESPONDING TO VARIOUS SITUATIONS. As an example, it is to the Mortgagor's benefit that although the Mortgagee has the right to immediate acceleration without notice or demand, the mortgagee not be obligated to accelerate the obligations of the Mortgagor secured hereby where the Mortgagor fails to make a payment when it is due; rather the Mortgagee may permit said late payment without prejudicing the Mortgagee's right hereunder.

12. COLLECTION OF RENTS. Mortgagor unconditionally assigns and transfers to Mortgagee all of the rents and revenues of the property. Mortgagor authorizes Mortgagee or Mortgagee's agent to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Mortgagee or Mortgagee's agent. However, prior to Mortgagee's notice to Mortgagor of Mortgagor's default, Mortgagor shall be entitled to collect the rents, issues and profits from the premises as trustee for the benefit of Mortgagor and Mortgagee. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only. In the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable. This assignment terminates automatically upon satisfaction of this mortgage.

13. THIRD-PARTY FORECLOSURE PROCEEDINGS. If foreclosure proceedings should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein, and interest shall accrue thereon and the highest rate allowable by law from the date of advancement of said sums by Mortgagee until paid. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable. Mortgagor hereby irrevocably authorizes Mortgagee at any time to obtain any information Mortgagee may wish from any such superior mortgage on the subject property. Should such superior mortgagee require any further authorization to give Mortgagee any information on such superior mortgages, Mortgagor shall immediately, upon demand of Mortgagee, provide such superior mortgagees with any authorization necessary.

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14. **INCREASING PRINCIPAL OF ANY SUPERIOR MORTGAGE ON SUBJECT PROPERTY.** Mortgagor shall not in any way increase, or cause to be increased, or attempt to increase the amount of any indebtedness, encumbrance, lien or mortgage which is superior or equal in right, priority and dignity to this mortgage. Should nevertheless such superior or equal dignity mortgage be increased, the **PRINCIPAL INCREASE OF SUCH SUPERIOR OR EQUAL DIGNITY MORTGAGE IS HEREBY IRREVOCABLY ASSIGNED TO MORTGAGEE.** And, the act of increasing such principal of any superior or equal dignity mortgage is a default in these agreements and will entitle Mortgagee to immediately accelerate this mortgage in accordance with all remedies herein.

15. **NOTICE.** That the mailing of a written notice of demand, addressed to the mortgagor and owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, certified mail, return receipt requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

16. **MAINTENANCE OF PRIORITY.** That to the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

17. **ACCELERATION OF MORTGAGE.** That, if any of the sums of money herein referred to be not promptly and fully paid within five (5) days next after the same severally come due and payable, or if each and every of the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, and aggregate sum mentioned in said Promissory note then remaining unpaid with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in said note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution.

18. **FUTURE ADVANCES.** That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200 % of original principal sum hereof plus interest thereon and any costs of preparing such future advance documents, inspections to the premises, disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than five (5) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

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In the event that the mortgage contemplates a future advance, or is disbursed in draws or periodic payments, Mortgagee shall have the right to refuse to make any further disbursements hereunder, regardless of any agreements with Mortgagor to do so, if any of the payments hereunder from the inception of the loan, have been made after the applicable grace period.

19. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and are hereby irrevocably authorized, at their option, to commence, appear in and prosecute in its own or Mortgagors name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards and damages, claims rights of action and proceeds, any other payments of relief and the right hereto, are hereby assigned by the Mortgagor to Mortgagee; and Mortgagee after deducting therefrom all his expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the note. Any balance of monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, as rights of action and proceeds as Mortgagee may require and should it be necessary for Mortgagee to retain counsel and compel Mortgagor to comply, Mortgagor agrees in this event to pay all attorney fees of Mortgagee in such action for this purpose.

20. ESTOPPEL CERTIFICATE. That the Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses with the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle this holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. EXECUTION OF ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and be recorded or filed and thereafter to be re-recorded or refiled at such time and such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the note and this mortgage, and all other instruments securing the note, and the lien of this mortgage upon all of the mortgaged property. Upon any failure for any reason by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoint Mortgagee as agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

22. EVENT OF DEFAULT. Any one of the following shall constitute an event of default: (a) If the Mortgagor defaults in the performance of any of Mortgagor's covenants and agreements contained herein, particularly including, but not limited to the covenants and agreements contained in Paragraphs 2, 3, 4, 7, 8 and 13 hereof, and the said default can be cured by the payment of money, Mortgagee shall have the right at any time, and without waiving or affecting its option to foreclose or any other rights hereunder, to pay such sums of money as may be necessary or required to cure the default, and all sums so paid shall forthwith upon payment thereof, together with interest thereon at the highest rate and any

  
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and all costs, charges, abstract fees, attorney's fees and other expenses incurred or expended in connection with the said payment, be due and payable from the Mortgagor to the Mortgagee, and the Mortgage shall stand as security therefor, and any sums so paid shall be deemed an indebtedness in addition to the indebtedness hereby secured. (b) Failure for any reason by Mortgagor(s) to duly keep, perform and observe any other covenant, condition or agreement in the note, this mortgage, any other instrument securing the note or any other instrument collateral to the note or executed in connection with the sums secured hereby for a period of five (5) days after Mortgagee gives written notice specifying the breach. (c) If either Mortgagor or any Guarantor or endorsee of the note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of itself or of all or any substantial part of the Mortgaged Property, or (v) makes any general assignment for the benefit of the creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due, or (vii) a court of competent jurisdiction enters and order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the note, seeking any relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for any aggregate of sixty (60) days whether or not consecutive from the date of entry thereof, or (viii) any trustee, receiver or liquidator of Mortgagor or all of any substantial part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive. (ix) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the note, this mortgage or any other instrument securing the note or relied upon by the Mortgagee in making the loan herein secured. **IN THE EVENT OF DEFAULT OF ANY PAYMENT DUE MORTGAGOR, THE MORTGAGEE AGREES TO PAY TO MORTGAGOR A REINSTATEMENT FEE EQUAL TO 1% OF THE UNPAID PRINCIPAL BALANCE, OR \$250.00, WHICHEVER IS GREATER. SAID SUM IS INTENDED TO REIMBURSE MORTGAGOR FOR COSTS EXPENDED FOR THE DEFAULT, EXCLUSIVE OF COLLECTION FEES AND COSTS, IF ANY.**

23. **REMEDIES AFTER DEFAULT.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lot or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction.

24. **ABANDONMENT.** If at any time while this mortgage is in default the mortgaged premises shall be abandoned, vacated or left unattended, the Mortgagee, if in its discretion such steps are necessary for the protection of the property, shall have the right, power and authority at its option to enter, upon the property and to secure same by changing the locks thereon, to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the premises and may also place signs thereon offering to sell the premises subject to its acquisition of title thereto by foreclosure proceedings or otherwise and to show the property to potential purchasers; and any such action by Mortgagee as described above shall not be deemed a trespass or trespasses or unlawful detainer upon such premises. Furthermore, in the event of default hereunder, and the Mortgagor shall, either prior or subsequent to said default, remove or cause to be removed all or substantially all of the Mortgagors personal property on the mortgaged property, the such default and abandonment of the property shall constitute a default and abandonment of the mortgaged premises by the Mortgagor. Upon acquisition of title to the mortgaged premises by the Mortgagee by foreclosure sale or otherwise, Mortgagee shall have the right to remove from the premises any and all personal property therein contained and no liability shall attach to the Mortgagee to account for such personal property or for damages occasioned by the loss, theft or removal of such personal property. Any costs or expenses of Mortgagee for securing, repairing or any other activities upon the premises pursuant to this paragraph shall be the responsibility of the Mortgagor.

25. **MUNICIPAL CODE VIOLATIONS.** Should the property, whether occupied or vacant, be left in grossly unrepaired condition, to the point that municipal liens start accruing, or should the lender be made aware that or have good reason to believe that municipal liens may start accruing soon, or should the property be vandalized or damaged such that a grossly unrepaired lienable condition exists, then Lender shall have the right, at his sole discretion, to pull permits

  
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and/or make repairs, no matter how extensive, to bring the property into compliance with applicable municipal regulations, so as to abate the risk of liens to the property, at whatever reasonable expense as deemed necessary and prudent by Lender. Borrower hereby appoints Lender as his agent to apply for any permits which may be required to repair the property. Borrower acknowledges that any costs incurred by Lender for permits, labor and/or materials, or any other cost associated with such property repair, including but not limited to the cost of any municipal liens paid on the account of Borrower, shall be deemed an advance under the applicable terms of this mortgage and shall accrue interest at the highest rate allowable by law.

26. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence to this mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

27. MODIFICATION. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change of changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers of the indebtedness, hereby secured or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted, and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable upon the entire remainder of the mortgaged property which is un-released, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

28. PAYOFF. Payoff funds shall be paid only by a local bank or cashier's check. Mortgagor shall prepare and deliver to Mortgagee a Satisfaction of Mortgage form for execution. Mortgagee shall upon request, return the original documents herein marked paid and canceled. The Mortgagor shall be responsible for recording the Satisfaction of Mortgage. Payoff may only be made at the location designated by the lender. In the case where the Mortgagee has prepared the Satisfaction of Mortgage, an administrative fee of \$25.00 will be charged to the Mortgagor. Any payoff not received by 12 noon must include per diem interest through the next business day. Mortgagee will provide one Payoff/Estoppel letter at the request of Mortgagor during the term of this mortgage at no charge. There will be an administrative charge of \$25.00 for each additional payoff/estoppel letter requested. Borrower shall be responsible for the payment of any fees and/or costs incurred by the lender in connection herewith.

29. AGENT FOR SERVICE OF PROCESS. It is hereby understood and agreed between the Mortgagor(s) and Mortgagee that in the event the Mortgagor vacates and/or abandons the mortgaged property prior to the expiration of the term of and satisfaction of this mortgage or evades service of process or cannot be located using diligent attempts at service of process, the Mortgagor does hereby nominate and appoint STANLEY LIPSON who is a resident of DADE County, Florida and who has a home address of 16900 NW 19 AV N.W. FL 33161 to accept service of process in his absence, should a default arise and the Mortgagee is compelled to file suit hereunder. NOTE: In order to reduce costs which will ultimately be charges to and paid by the Mortgagee in the event suit is filed hereunder, the following is recommended suggested to be filled out, but is not mandatory. In the event that the above named nominee should be unavailable for service of process, then and in that event, the Mortgagor does hereby authorize and direct the Mortgagee to serve FERNANDO BRAVO who is a resident of DADE County, Florida and who has a home address of 1111 BISCAYNE BLVD E-20 Miami FL 33181 to accept service of process.

*[Handwritten signature]*



Said service of process shall be sufficient to provide in rem and in personam jurisdiction so as to provide any court with competent jurisdiction to establish sufficient service of process and to seek deficiency awards, if applicable, in any legal action initiated by the Mortgagee, including but not limited to foreclosure actions.

30. NO TRANSFERS. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the note, Mortgagee has considered and relied upon the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease, enter into any contract for deed, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or contract for deed or encumbrance made without the Mortgagee, including but not limited to foreclosure actions.

31. SUBMISSION TO JURISDICTION OF COURT. Mortgagor stipulates and submits to the jurisdiction of the Courts of the State of Florida, admits as true the authenticity of the Mortgage and Note; and waives the right to assert or file and: (1) affirmative defenses to any Complaint; and (ii) permissive or mandatory counterclaims against Mortgagee or any of its predecessors in interest, subsidiaries, affiliates, officers, directors, agents or attorneys, except for any claims which might exist solely related to Mortgagor's right to receive notice and have an opportunity to cure a default after this date and that Mortgagee shall have the right to an immediate judgment in this lawsuit based upon the admissions contained herein. It shall be presumed that if Mortgagor, through subsequent pleading, denies the allegations of the Complaint, or otherwise files affirmative defenses or counterclaims, that such filings are made in bad faith and for the sole purpose of hindering and delaying the lawsuit.

32. HOMESTEAD DISCLAIMER. The Mortgagor covenants with and stipulates to the Mortgagee that the mortgaged premises is not, and will not become, during the term of this Mortgage the Homestead property of the Mortgagor and that any attempt to make said property the homestead of the Mortgagor during the term of this mortgage is being done for the sole purpose of hindering and delaying the process of foreclosure, and as such, shall not be binding in any legal process hereunder.

NOTE: The preceding paragraph shall only be applicable if the Mortgagor(s) initials appear here:

33. REQUIRED REPAIRS. ALL REPAIRS AND IMPROVEMENTS NECESSARY TO PUT THE MORTGAGED PREMISES IN SALFABLE CONDITION MUST BE COMPLETED WITHIN - 90 DAYS OR THIS MORTGAGE WILL BE IN DEFAULT.

34. MISCELLANEOUS. All changes, alterations, deletions or additions to the substance of any paragraph in this mortgage which have been agreed to between Mortgagor and Mortgagee, have been initiated by the Mortgagor as additional proof of Mortgagor's consent thereto. In the event that any of the covenants, agreements, instrument securing the note, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note and by any other instrument securing the note shall be in no way affected, prejudiced or disturbed thereby. In the event that this mortgage agreement is governed by HOEPA, despite statements to the contrary herein, the default rate of interest shall not exceed the note rate.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written, has executed these presents under seal; in the manner prescribed by law.

  
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THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$35,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered  
In the presence of:  
corp.

By: Top Video & Productions USA, Inc., a FL corp.

( Stuart A. Lipson ) Witness

( Nicolas A. Camino ) President

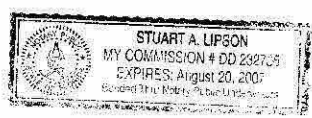
( Therese Lam ) Witness

THIS IS NOT AN OFFICIAL COPY

State of Florida  
County of MARTINE

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of August, 2005 by Nicolas A. Camino who is/are personally known to me OR has produced their FLORIDA DRIVERS LICENSE as identification.

NAME: \_\_\_\_\_  
Notary Public, State of Florida  
Commission # \_\_\_\_\_ my commission expires:



PA-453  
R. 10/13

## Notice of Tax Lien for Homestead Exemption and/or Limitation Exclusion

MIAMI-DADE County

Pursuant to the provisions of Sections 196 and 193, Florida Statutes, homestead exemption has been allowed on the property described below and the taxpayer named below received exemption(s) for a homestead in the aggregate amount of **\$3,046.09** for **2005-2007** year(s). In accordance with any or all of the following Florida Statutes, §196.011, §196.161, §196.075, §193.155, §193.1554 and §193.1555, notice is hereby given that the recipient(s) named below was not legally entitled to receive said exemption(s) or limitation(s) because said person(s) **ABANDONED THE HOMESTEAD**. The statutes provide for recovery of unpaid taxes by means of a lien, including a 50% penalty and 15% interest for any year or years within the prior 10 years from the person(s) who was not entitled, but granted a homestead exemption. This document shall constitute a lien on the real property specifically addressed and legally owned by said taxpayer in the State of Florida.

FOR OFFICIAL USE ONLY

NAME **TOP VIDEO & PRODUCTIONS USA INC**  
 ADDRESS **6300 SW 41 CT**  
**DAVIE, FL 33314**  
 LEGAL **DAVIE PARK 32-42 B**  
 DESCRIPTION **LOT 11 BLK 1**

LIEN FOLIO PARCEL ID # **5041-26-10-0110**  
 VIOLATION FOLIO ID # **01-3112-102-0030**  
 LIEN CASE # **ICK/9889**

1	2	3	4*	5	6	7	8*	9	10
Tax Year/ Date tax due	Value exempted	Amount of tax exempted	Penalty on tax exempted	Interest on tax exempted	Assessment limitation value	Tax due from wrongful assessment limitation	Penalty on assessment limitation	Interest on assessment limitation	TOTAL (3+4+5+7+8+9)
11/01/2005	25000	636.85	0.00	*STC	*STC	*STC	*STC	*STC	*STC
11/01/2006	52044	1282.55	0.00	*STC	*STC	*STC	*STC	*STC	*STC
11/01/2007	50856	1126.69	0.00	*STC	*STC	*STC	*STC	*STC	*STC
<p><b>*NOTICE TO COLLECTOR:</b> The 50% penalty applies to the year(s) the taxes were exempted and is calculated individually for each homestead exemption violation. The interest shall be based on the taxes exempted from the date the taxes become due for each assessment until satisfaction of this lien. The Tax Collector shall also collect any fees and costs which the Property Appraiser or the Tax Collector has incurred in filing this lien, or collecting same.</p>									<p style="text-align: right;">Column 10 total</p> <p style="text-align: right;">Fees and costs paid by Property Appraiser</p> <p style="text-align: right;">Fees and costs paid by Tax Collector</p> <p style="text-align: right;">*STC See Tax Collector</p> <p style="text-align: right;"><b>TOTAL DUE</b></p>
									*STC
									N/A
									10.00
									*STC

"Under penalties of perjury, I declare that I have read the foregoing notice of tax lien and that the facts stated in it are true. If prepared by someone other than the Property Appraiser, his declaration is based on all information of which he has any knowledge."

Signature and Title *Ligaya Adali* Property Appraiser Date **SEP 02 2014**

Payment shall include all unpaid taxes, penalties, interest, fees, costs or the lien shall not be satisfied.

2

**RETURN TO:**

TOWN OF DAVIE  
ATTN: TOWN CLERK  
6591 S.W. 45TH STREET  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**

Meah Rothman Tell, Esq.  
P.O. Box 25490  
Tamarac, Florida 33320  
(954) 733-5000

TOWN OF DAVIE  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, A Florida  
Municipal corporation,  
Petitioner,

CASE NO. 09-1066

v.

TOP VIDEO & PRODUCTIONS, USA, INC.,  
Respondent(s).

**ORDER IMPOSING  
MUNICIPAL CODE ENFORCEMENT LIEN  
AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 9th day of October, 2012, on the Motion of the Town Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent TOP VIDEO & PRODUCTIONS, USA, INC., for failure to comply with the Final Order of the **Special Magistrate** in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the Town Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

3

- A. Respondent has violated section(s) 12-33 (U) of the Davie Town Code at the property located at 6300 SW 41<sup>st</sup> Court, and the Town of Davie has expended Three Hundred and Fifty Dollars (\$350.00) in hiring an outside contractor to abate the nuisance, in order to protect the health and safety of the residents of the Town of Davie.

It is thereupon ORDERED as follows:

1. That the Respondent shall be fined THREE HUNDRED FIFTY AND 00/100ths (\$350.00) DOLLARS for maintenance charges incurred by the Town of Davie to maintain the property located at 6300 SW 41<sup>st</sup> Court.

This fine shall be paid within thirty (30) days from the date of this Order.

2. A cost recovery fee of TWO HUNDRED AND 00/100ths (\$200.00) DOLLARS is imposed which shall be paid within thirty (30) days from the date of this Order.

3. In the event the Respondent fails to pay the FIVE HUNDRED FIFTY and 00/100ths (\$550.00) DOLLARS within thirty (30) days from the date of this Order, or fails to pay any part thereof as herein ordered, the Town of Davie Attorney is hereby directed to file and record this Order among the Public Records of Broward County, Florida, which shall constitute a lien against any personal property of Respondent and the real property described below, and to proceed with enforcement and collection of same as provided by law, to wit:

6300 SW 41<sup>st</sup> Court, Davie, Florida a/k/a

LEGAL DESCRIPTION:

Lot 11, Block 1, DAVIE PARK, according to the Plat thereof as recorded in O.R. Book 32, Page 42, of the Public Records of Broward County, Florida.

Parcel Identification No. 50-41-26-10-0110

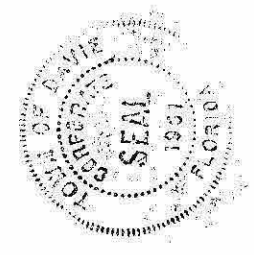
DONE AND ORDERED in Davie, Broward County, Florida, this 20<sup>th</sup> day of October, 2012.

TOWN OF DAVIE

BY: *MEAH R. TELL*  
MEAH R. TELL, ESQUIRE  
SPECIAL MAGISTRATE

THIS IS NOT AN ORIGINAL COPY

Copies furnished:  
TOP VIDEO & PRODUCTIONS, USA, INC.  
(CERTIFIED MAIL)  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector



2

RETURN TO:  
TOWN OF DAVIE  
ATTN: TOWN CLERK  
6591 S.W. 45TH STREET  
DAVIE, FL. 33314-3399

THIS INSTRUMENT PREPARED BY:  
Meah Rothman Tell, Esq.  
P.O. Box 25490  
Tamarac, Florida 33320  
(954) 733-5000

TOWN OF DAVIE  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, A Florida  
Municipal corporation,

CASE NO. 09-1066

Petitioner  
v.  
TOP VIDEO PRODUCTIONS USA,

Respondent(s).

\_\_\_\_\_ /

**ORDER IMPOSING**  
**MUNICIPAL CODE ENFORCEMENT LIEN**  
**AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 29<sup>th</sup> day of November, 2011, on the Motion of the Town Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s) TOP VIDEO PRODUCTIONS USA, for failure to comply with the Final Order of the **Special Magistrate** in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the Town Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

- A. That Respondent(s) have violated Section(s) 12-33 (U) and 9-51 (b) of the Davie Town Code, contrary to the terms of the

(4)

Final Order entered in the above styled matter on October 22, 2009.

B. The aforesaid violations of the aforementioned section(s) of the Davie Town Code are a violation of the aforesaid Final Order, which has been served upon Respondent(s).

C. Since the date heretofore set for compliance by the aforesaid Final Order, Respondent(s) have failed to comply therewith in the following respects:

i. For one hundred and eighty-five (185) days prior to the date of this hearing the aforesaid violation of Section(s) 12-33 (U) and 9-51 (b) of the Davie Town Code continued to exist uncorrected and unabated.

D. Respondent(s) have accordingly violated the Final Order of the **Special Magistrate** as detailed above, and the said violations shall be punished by fine of \$250.00 for each day each such violation continued to exist after the date set for compliance, the same being one hundred and eighty-five (185) days for each of the aforesaid violations; the total administrative penalty being NINETY-TWO THOUSAND FIVE HUNDRED AND 00/100THS (\$92,500.00) U.S. DOLLARS for said violations.

E. The Town of Davie has incurred a cost recovery fee administrative fee of FIVE HUNDRED AND 00/100THS (\$500.00) U.S. DOLLARS in connection with this matter which shall be assessed against the Respondent(s) relative to same.

F. The Respondent failed to pay the THREE HUNDRED AND 00/100THS (\$350.00) DOLLAR cost recovery fee imposed by Order of the Magistrate dated October 28, 2011.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$250.00 for each day of each violation of the Davie **Special Magistrate's** Final Order in this matter as aforesaid, for a total administrative penalty of



NINETY-TWO THOUSAND FIVE HUNDRED AND 00/100THS (\$92,500.00) U.S. DOLLARS for said violations.

2. Respondent(s) shall be fined the sum of FIVE HUNDRED AND 00/100THS (\$500.00) U.S. DOLLARS as a cost recovery fee in connection with the hearing on November 29, 2011, which shall be paid within thirty (30) days of the date of this Order or if unpaid shall be included in the lien set forth in Paragraph 5 below against the real and personal property of the Respondent(s).

4. The Town of Davie Attorney is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondent(s), and the following described real property of Respondent(s) in the total amount of NINETY-TWO THOUSAND EIGHT HUNDRED AND FIFTY AND 00/100THS (\$92,850.00) U.S. DOLLARS for said violations, which is the administrative penalty and the unpaid cost recovery fee. In the event that the cost recovery fee of FIVE HUNDRED AND 00/100THS (\$500.00) U.S. DOLLARS is not paid within thirty (30) days from the date of this Order, then this amount shall be added to the amount of the lien against the real and personal property of the Respondent(s), and the Town Attorney is directed and to proceed with the enforcement and collection of said lien and the penalties, fines and fees imposed by this Order, as provided by law. The real property of the Respondent(s) upon which the lien shall be imposed is described as follows:

6300 S.W. 41<sup>st</sup> Court, Davie, Florida

LEGAL DESCRIPTION:

Lot 11, Block 1, DAVIE PARK, according to the Plat thereof recorded in Plat Book 32, Page 42, of the Public Records of Broward County, Florida.

Parcel Identification No. 5041 26 10 0110

**DONE AND ORDERED** in Davie, Broward County, Florida, this 10<sup>th</sup> day of December, 2011.

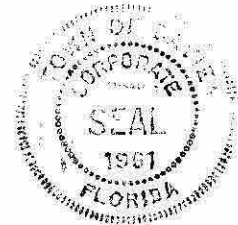
THIS IS NOT AN OFFICIAL COPY

TOWN OF DAVIE

BY: *M. R. Tell*

MARK R. TELL, ESQUIRE  
SPECIAL MAGISTRATE

Copies furnished:  
 TOP VIDEO PRODUCTIONS USA  
 (CERTIFIED MAIL)  
 Clerk, Code Enforcement  
 Town Prosecutor  
 Code Inspector



6

**RETURN TO:**

TOWN OF DAVIE  
ATTN: TOWN CLERK  
6591 S.W. 45TH STREET  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**

Meah Rothman Tell, Esq.  
P.O. Box 25490  
Tamarac, Florida 33320  
(954) 733-5000

TOWN OF DAVIE  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, A Florida  
Municipal corporation,  
Petitioner,

CASE NO. 09-1066

TOP VIDEO & PRODUCTIONS, USA, Inc.,  
Respondent(s).



**ORDER IMPOSING  
MUNICIPAL CODE ENFORCEMENT LIEN  
AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 24<sup>th</sup> day of January, 2012, on the Motion of the Town Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s) TOP VIDEO & PRODUCTIONS, USA, Inc. for failure to comply with the Final Order of the **Special Magistrate** in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the Town Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent(s) have violated Section(s) 9-51 (b), 12-33 (U) and 12-105 of the Davie Town Code, contrary to the terms of the Final Order entered in the above styled matter on October 22, 2009.

B. The aforesaid violations of the aforementioned section(s)

3

of the Davie Town Code are a violation of the aforesaid Final Order, which has been served upon Respondent(s).

C. Since the date heretofore set for compliance by the aforesaid Final Order, Respondent(s) have failed to comply therewith in the following respects:

i. For fifty-five (55) days prior to the date of this meeting the aforesaid violation of Section(s) 9-51 (b), 12-33 (U) and 12-105 of the Davie Town Code continued to exist uncorrected and unabated.

D. Respondent(s) have accordingly violated the Final Order of the **Special Magistrate** as detailed above, and the said violations shall be punished by fine of \$500.00 for each day each such violation continued to exist after the date set for compliance, the same being fifty-five (55) days for each of the aforesaid violations; the total administrative penalty being ~~EIGHTY TWO THOUSAND FIVE HUNDRED AND 00/100THS (\$82,500.00)~~ U.S. DOLLARS for said violations.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$500.00 for each day of each violation of the Davie **Special Magistrate's** Final Order in this matter as aforesaid, for a total administrative penalty of ~~EIGHTY TWO THOUSAND FIVE HUNDRED AND 00/100THS (\$82,500.00)~~ U.S. DOLLARS for said violations.

2. The Town of Davie has incurred a cost recovery fee of \$500.00 dollars in connection with this matter which shall be assessed against Respondent(s) relative to same.

3. The Town of Davie Attorney is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondents, and the following described real property of Respondent(s) in the total amount of ~~EIGHTY THREE THOUSAND AND 00/100THS (\$83,000.00)~~ U.S. DOLLARS for said violations, which is the administrative penalty, and the cost recovery fee and fine, and to proceed with the enforcement and collection of same as provided

by law, to wit:

6300 SW 41<sup>st</sup> Court, Davie, Florida a/k/a

LEGAL DESCRIPTION:

Lot 11, Block 1, DAVIE PARK, according to the Plat thereof as recorded in Plat Book 32, at Page 42 of the Public Records of Broward County, Florida.

Parcel Identification No. 50-41-26-10-0110

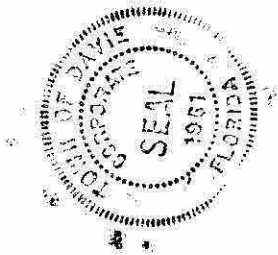
~~DONE AND ORDERED~~ in Davie, Broward County, Florida, this 24<sup>th</sup> day of January, 2012.

THIS IS NOT AN OFFICIAL COPY

TOWN OF DAVIE

BY:   
MEAH H. TELL, ESQUIRE  
SPECIAL MAGISTRATE

Copies furnished:  
TOP VIDEO & PRODUCTIONS, USA, Inc.  
(CERTIFIED MAIL)  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector



**RETURN TO:**  
TOWN OF DAVIE  
ATTN: TOWN CLERK  
6591 S.W. 45TH STREET  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**  
ALAN L. GABRIEL, ESQ.  
Weiss Serota Helfin Pastoriza Boniske & Cole, P.L.  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

TOWN OF DAVIE  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, A Florida  
Municipal corporation,

CASE NO. 09-1066

Petitioner:  
v. TOP VIDEO & PRODUCTIONS, USA, INC.  
c/o STAURT A. LIPSON, ESQUIRE  
Respondents.

**THIS IS NOT AN  
OFFICIAL COPY**

**ORDER IMPOSING  
MUNICIPAL CODE ENFORCEMENT LIEN  
AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 6<sup>th</sup> day of March, 2012, on the Motion of the Town Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondents, TOP VIDEO & PRODUCTIONS, USA, INC., for failure to comply with the Final Order of the Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the Town Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

- A. That Respondents have violated section(s) 12-33(U), 12-105 and 9-51(b) of the Davie Town Code, contrary to the terms of the Final Order entered in the above styled matter on October 22, 2009.
- B. The aforesaid violations of the aforementioned section(s) of the Davie Town Code are a violation of the aforesaid Final Order, which has been served upon Respondents.
- C. Since the date heretofore set for compliance by the aforesaid Final Order, Respondents have failed to comply therewith in the following respects:
  - i. For forty six (46) days prior to the date of this hearing the aforesaid violation of Section(s) 12-33(U), 12-105 and 9-51(b) of the Davie Town Code continued to exist uncorrected and unabated.
- D. Respondents have violated the Final Order of the Town of Davie Code Compliance Special Magistrate as detailed above in Paragraph Ci and said violations shall be punished by a fine of \$500.00 for each occasion for a period of forty six (46) days for each of the days a violation existed after the original date for compliance, to wit: commencing January 24, 2012 through and including March 5, 2012. Therefore a total noncompliance



penalty of SIXTY NINE THOUSAND DOLLARS and 00/100THS (\$69,000.00) is rendered.

E. The Special Magistrate has also assessed a cost recovery fine in the amount of \$500.00 to cover the costs incurred by the Town in the prosecution of this matter. Said amount is due within thirty (30) days from date of this Order, and if not paid, may constitute a lien against any real or personal property of Respondents. In the event that said fine is not paid within the time allotted for payment, the Town Clerk of the Town of Davie is hereby directed to file and record this Order among the Public Records of Broward County, Florida, which shall constitute a lien against any real or personal property of Respondents, in the amount of FIVE HUNDRED AND 00/100THS (\$500.00) DOLLARS as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law.

It is thereupon **ORDERED** as follows:

1. Respondents shall be fined for the violation of Section(s) 12-33(U), 12-105 and 9-51(b) of the Davie Town Code for forty six (46) days at \$500.00 per day per violation of the Davie Code Compliance Special Magistrate's Final Order in this matter as aforesaid, for a total of SIXTY NINE THOUSAND 00/100THS (\$69,000.00) DOLLARS as set forth above.

2. A cost recovery fine in the amount of \$500.00 to cover the costs incurred by the Town in the prosecution of this matter.

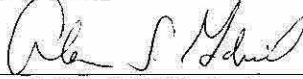
3. The Town of Davie Attorney is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondents, and the following described real property of Respondents in the total amount of SIXTY NINE THOUSAND FIVE HUNDRED AND 00/100THS (\$69,500.00) DOLLARS as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

6300 SW 41 COURT, Davie, Florida (Folio #5041 26 10 0110) a/k/a

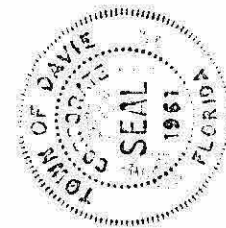
DAVIE PARK 32-42 B LOT 11 BLK 1

**DONE AND ORDERED** in Davie, Broward County, Florida, this 7<sup>th</sup> day of March, 2012.

TOWN OF DAVIE

BY:   
ALAN L. GABRIEL, Esquire  
Special Magistrate

Copies furnished:  
TOP VIDEO & PRODUCTIONS, USA, INC.  
c/o STAURT A. LIPSON, ESQUIRE  
(CERTIFIED MAIL)  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector  
09-1066



Prepared by: Brian Dillon, Interim Building Official  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

**CLAIM OF LIEN**

Notice is hereby given that the Town of Davie, Florida, has and claims one or more liens on the following described property for Unsafe Structure Demolition:

PROPERTY FOLIO NUMBER: 504126100110

ADDRESS: 6300 SW 41 Court, Davie FL 33314

LEGAL DESCRIPTION: DAVIE PARK 32-42 B LOT 11 BLK 1

The said lien(s) are claimed for the following:

**Services Rendered**

**Initial Inspection and Four (4) other Re-Inspections and postings of property:**

Building Official  
Building Inspector  
Total: 10 Hours

**Clerical Work:**

Notice of violation  
Structure Valuation  
Notice of Hearing  
Preparation of Legal Ads  
Preparation of Packets for the board  
Unsafe Structures Board Meeting Minutes  
Preparation of Board Order  
Total: 35 Hours

**Unsafe Structure Board Meeting/Presentation:**

Building Official  
Recording Secretary  
Total: 7 Hours



④



**Total Time:** 52 hours X \$26.00/Hr (Hourly rate is the average cost of Building Division salaries), does not include Town Attorney salary, 10% included for overhead.

Total Administrative cost:	\$1,322.00
Sun sentinel legal ad posting:	\$ 182.00
Demolition by contractor (International Salvage Inc.):	\$4,810.00
Town Attorney Fees:	\$ 425.50

**TOTAL AMOUNT DUE: \$6,739.50**

**Plus interest at the legal rate**


Dated this September 01, 2010  
Town of Davie

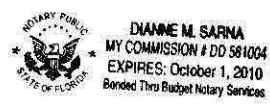
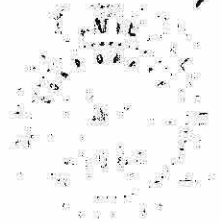
By:   
Brian Dillon, Interim Building Official

THIS IS NOT AN  
OFFICIAL COPY

STATE OF FLORIDA  
COUNTY OF BROWARD

This instrument was acknowledged before me by Brian Dillon, Interim Building Official of the Town of Davie.  
This 1 of September, 2010.

  
Notary Public



TOWN OF DAVIE  
UNSAFE STRUCTURES BOARD

THE TOWN OF DAVIE, Broward  
County, Florida, a Florida  
Municipal Corporation,

Case No. USB 08-103

Petitioner,

Vs.

Top Video Productions, USA

Respondent

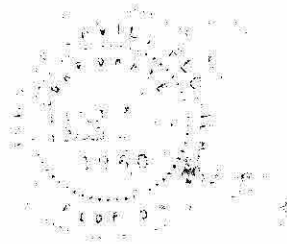
THIS IS NOT AN  
OFFICIAL COPY  
ORDER UPHOLDING  
THE DECISION OF THE BUILDING OFFICIAL

THIS MATTER, having come before the TOWN OF DAVIE, UNSAFE  
STRUCTURES BOARD on January 28, 2010, pursuant to the Notice of Hearing and  
Rule to Show Cause issued by the Building Official of the Town of Davie with regard to  
the following described property:

6300 SW 41 Court

The respondent did not appear at said hearing; and the Unsafe Structures Board having  
heard testimony of the Town's Building Official; and after having reviewed the evidence  
presented in this matter, the Board finds as follows:

- A. That Respondent is in violation of Code Section 117.1.1 of the Florida Building Code.
- B. That as a result of the code violation referred to above, the structure on Respondent's property is deemed to be unsafe.
- C. That the subject structure meets the requirements for mandatory demolition under the valuation criteria set forth in Section 117.2.2.2 of the Florida Building Code.



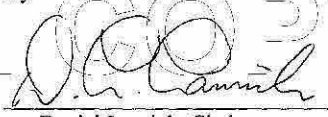
It is thereupon ORDERED as follows:

1. Respondent is hereby directed to obtain a permit to have the building demolished and the debris removed within 30 days of the final order, or the Town of Davie will complete the demolition and recover the cost in accordance with the provisions of the Florida Building Code

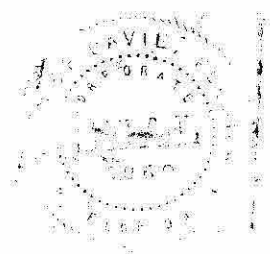
DONE AND ORDERED in Davie, Broward County, Florida, this 28<sup>th</sup> day of January 2010.

TOWN OF DAVIE  
UNSAFE STRUCTURES BOARD

THIS IS NOT AN OFFICIAL COPY

By 

Daniel Lavrich, Chairman



4

**RETURN TO:**  
TOWN OF DAVIE  
ATTN: TOWN CLERK  
8591 ORANGE DRIVE  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**  
Richard E. Conner, Esquire  
1230 South Nob Hill Road  
Davie, Florida 33324

TOWN OF DAVIE  
CODE COMPLIANCE  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, a Florida  
Municipal Corporation,

CASE NO. 2012-0533  
FORMERLY CASE NO.09-1066

Petitioner,  
vs.

TOP VIDEO & PRODUCTIONS USA, INC.,  
Respondent.

THIS IS NOT AN  
OFFICIAL COPY  
**ORDER IMPOSING  
MUNICIPAL CODE COMPLIANCE LIEN  
AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 22nd day of October, 2013, on the Motion of the Town Code Compliance officer, pursuant to notice, to impose sanctions for non-compliance against said Respondent, TOP VIDEO & PRODUCTIONS USA, INC. for failure to abate the nuisance at the property located at 6300 S. W. 41<sup>st</sup> Court, within the municipal limits of the Town of Davie. The Special Magistrate having heard the testimony of the Town Code Compliance Officer and the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent has violated Section 12-33(U), 12-105 and 9-51(b) of the Davie Town Code at the property located at 6300 S. W. 41st Court and the Town of Davie has expended \$300.00 for clearing of the property by the hiring of an outside contractor to abate the nuisance in order to protect the health and safety of the residents of the Town of Davie.

It is thereupon **ORDERED** as follows:

1. The Respondent shall be fined the sum of \$300.00 which shall be paid to the Town of Davie within thirty (30) days from the date of this Order, in order to reimburse the

Ⓢ

the Town of Davie for the actual costs incurred to hire an outside contractor to abate the nuisance.

2. The Respondent shall also pay a \$200.00 administrative fee in connection with the bringing of this action within thirty (30) days from the date of this Order.

3. In the event the Respondent fails to pay the \$500.00 within thirty (30) days from the date of this Order or fails to pay any part thereof as herein ordered, the Town of Davie attorney is hereby directed to file and record among the Public Records of Broward County, Florida this Order which shall constitute a lien against any personal and real property of Respondent on the following described real property of Respondent for the amount which remains unpaid and to proceed with the enforcement and collection of same as provided by law, to-wit:

DAVIE PARK, LOT 11, BLOCK 1, per Plat Book 32, at page 42 of the Public Records of Broward County, County, Florida.

a/k/a 6300 S. W. 41st Court, Town of Davie, Florida

Folio: 50-41-26-10-0110

**DONE AND ORDERED** in Davie, Broward County, Florida, this 23rd day of October, 2013.

TOWN OF DAVIE

BY:   
Richard E. Corner, Esquire  
Special Magistrate



Copies furnished:  
TOP VIDEO & PRODUCTIONS USA, INC.  
(Certified Mail)  
Town Attorney  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector

**RETURN TO:**

TJWN OF DAVIE  
ATTN: TOWN CLERK  
6591 ORANGE DRIVE  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**

Richard E. Conner, Esquire  
6591 Orange Drive  
Davie, Florida 33314-3399

TOWN OF DAVIE  
CODE COMPLIANCE  
SPECIAL MAGISTRATE

CASE NO. 06-51

THE TOWN OF DAVIE, Broward  
County, Florida, a Florida  
Municipal Corporation,  
Petitioner,

Vs.

TOP VIDEO & PRODUCTIONS USA,  
Respondent.

**ORDER IMPOSING  
MUNICIPAL CODE COMPLIANCE LIEN**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 9th day of January, 2007, on the Motion of the Town Code Compliance officer, pursuant to notice, to impose sanctions against said Respondent, TOP VIDEO & PRODUCTIONS USA, for failure to comply with the Final Order of the Town of Davie Code Compliance Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the Town Code Compliance Officer, the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent has violated section 9-51(b) of the Davie Town Code, contrary to the terms of the Final Order entered in the above styled matter on the 24th day of November, 2005.

B.. The aforesaid violation of the aforementioned section(s) of the Davie Town Code is a violation of the aforesaid Final Order, which had been served upon Respondent.

C. Since the date heretofore set for compliance by the aforesaid Final Order, Respondent has failed to comply therewith in the following respects:

i. That from the date of compliance, the 2nd day of December, 2005, to the date of this hearing the aforesaid violations of 9-51(b) of the Davie Town Code continued to exist uncorrected and unabated from the 7<sup>th</sup> day of December, 2006 to and including the 8<sup>th</sup> day of January, 2007 for a period of thirty-two (32) days.

D. Respondent has accordingly violated the Final Order of the Town of Davie Code Compliance Special Magistrate as detailed above and the said violations shall be punished by fine of \$ 250.00 for each occasion each violation existed after the date set for compliance but for the above dates, therefore a total noncompliance penalty of SIXTEEN THOUSAND & 00/100ths (\$ 16,000.00) DOLLARS is rendered.

It is thereupon **ORDERED** as follows:


1. Respondent shall be fined the sum of \$250.00 for each day for each violation of thirty-two (32) days of the violations of the Davie Code Compliance Special Magistrate Final Order in this matter as aforesaid, for a total of SIXTEEN THOUSAND & 00/100ths (\$ 16,000.00) DOLLARS, as set forth above.
2. The Town of Davie Attorney is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against the following described real property of Respondent in the amount SIXTEEN THOUSAND & 00/100ths (\$ 16,000.00) DOLLARS, as provided in Section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law on the following described property, to-wit:

LOT 11, BLOCK 1, DAVIE PARK, as per Plat Book 32, at page 42, of the Public Records of Broward County, Florida..

a/k/a 6300 S. W. 41st Court, Town of Davie

Folio: 5041 26 10 0110

**DONE AND ORDERED** in Davie, Broward County, Florida, this 10<sup>th</sup> day of January, 2007.

TOWN OF DAVIE  
BY:   
Richard E. Conner, Esquire  
Special Magistrate

Copies furnished:  
TOP VIDEO & PRODUCTIONS USA, INC.  
CERTIFIED MAIL)  
Town Attorney  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector



8

TOWN OF DAVIE  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, A Florida  
Municipal Corporation,

CASE NO. 09-01066

Petitioner,

v.

Top Video & Productions USA  
And BP Loans LLC,

Respondent(s).

\_\_\_\_\_ /

**FINAL ORDER**  
THIS MATTER having come before the TOWN OF DAVIE, SPECIAL  
MAGISTRATE, for Final Hearing, pursuant to notice, on the 13<sup>th</sup>  
day of October, 2009, and the SPECIAL MAGISTRATE having heard  
the statement of the Town Code Enforcement Officer, and having  
reviewed the Town File in the matter, and being otherwise  
fully advised in the premises, finds and orders as follows:

1. Upon testimony heard and the evidence received the  
SPECIAL MAGISTRATE finds that the Respondents have failed to  
maintain the swale and prevent wild overgrowth, including  
overgrown grass and weeds, and have created a neighborhood  
nuisance and eyesore because of the failing roof structure,  
dilapidated condition, walls in disrepair, lack of exterior  
paint, and unkempt general conditions of the structure at the  
property located at 6300 SW 41<sup>st</sup> Court, all within the limits  
of the Town of Davie Florida. As a result, the SPECIAL  
MAGISTRATE finds that the Respondents have violated Section(s)  
12-105, 9-51 (b) and 12-33 (U), Davie Town Code.

2. The SPECIAL MAGISTRATE finds that the  
Respondents were not in compliance with Davie Town Code  
Section(s) 12-105, 9-51 (b) and 12-33 (U) at the time of the  
Final Hearing. That Respondents shall within Fourteen (14)  
Days comply with the aforesaid Davie Town Code Section(s) 12-  
105, 9-51 (b) and 12-33 (U). Upon compliance with said Town  
Code Section(s) 8-16, 12-105, 9-51 (b) and 12-33 (U),  
Respondents shall notify the Code Enforcement Officer of the  
Town of Davie of the fact of such compliance. Respondents

3

shall thereafter continuously remain in compliance with Davie Town Code Section(s) 12-105, 9-51 (b) and 12-33 (U). A failure to remain in compliance with Davie Town Code Section(s) Davie Town Code Section(s) 12-105, 9-51 (b) and 12-33 (U) shall be considered a violation of this Order, and the matter will then be set for hearing before the SPECIAL MAGISTRATE to consider the assessment of an administrative fine of up to \$1,000.00 per day per violation, \$5,000.00 per day for repeat violations, and fines for irreparable or irreversible code violations in an amount not to exceed \$15,000 for each such violation, and the imposition of a lien as provided by Section 162.09, Florida Statutes, for each day each such violation shall occur after the date set for compliance hereinabove.

3. The Code Enforcement Officer of the Town of Davie is hereby directed to make an inspection of the subject property upon the expiration of the time proscribed for compliance herein, or, upon receipt of notice from Respondents that Respondents have complied with this SPECIAL MAGISTRATE'S Order, and thereafter from time to time to ensure compliance herewith, and to promptly report his findings regarding such inspection(s) to the SPECIAL MAGISTRATE.


4. In the event that the Code Enforcement Officer shall report to the SPECIAL MAGISTRATE that the Respondents have failed to comply with this SPECIAL MAGISTRATE'S Order as set forth herein, the SPECIAL MAGISTRATE shall then consider the matter of an administrative fine and lien as set forth in section 162.09, Florida Statutes, and the SPECIAL MAGISTRATE retains jurisdiction over this matter for such purpose.

5. That a cost recovery fine in the amount of \$350.00 to cover the costs incurred by the Town in the prosecution of this matter is hereby assessed against Respondents. Said amount is due within thirty (30) days of the date of this Order. In the event that said fine is not paid within the time allotted for payment, the Town Clerk of the Town of Davie is hereby directed to file and record this Order among the Public Records of Broward County, Florida, which shall constitute a lien against any real or personal property of Respondents in the amount of THREE HUNDRED AND FIFTY AND 00/100 (\$350.00) DOLLARS as provided in Section 162.09, Florida Statutes, and to proceed with the enforcement and collection

of same as provided by law.

**DONE AND ORDERED** in Davie, Broward County, Florida  
this 22<sup>nd</sup> day of October, 2009.

TOWN OF DAVIE

BY:   
MEAH ROTHMAN TELLI, ESQUIRE  
SPECIAL MAGISTRATE

Copies furnished:  
Top Video & Productions USA  
And BP Loans LLC  
(CERTIFIED MAIL)  
Clerk, Special Magistrate Hearing  
Town Prosecutor  
Code Inspector

OFFICE OF THE TOWN CLERK  
TOWN OF DAVIE, FLORIDA

2

**RETURN TO:**  
TOWN OF DAVIE  
ATTN: TOWN CLERK  
6591 ORANGE DRIVE  
DAVIE, FL 33314-3399

**THIS INSTRUMENT PREPARED BY:**  
Richard E. Conner, Esquire  
1230 South Nob Hill Road  
Davie, Florida 33324

TOWN OF DAVIE  
CODE COMPLIANCE  
SPECIAL MAGISTRATE

THE TOWN OF DAVIE, Broward  
County, Florida, a Florida  
Municipal Corporation,

CASE NO. 2012-0533  
FORMERLY CASE NO. 09-1066

Petitioner,  
vs.

TOP VIDEO & PRODUCTIONS USA, INC.,  
Respondent.

**ORDER IMPOSING  
MUNICIPAL CODE COMPLIANCE LIEN  
AND ADMINISTRATIVE FINE**

**THIS MATTER**, having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE on the 16th day of December, 2014, on the Motion of the Town Code Compliance officer, pursuant to notice, to impose sanctions for non-compliance against said Respondent, TOP VIDEO & PRODUCTIONS USA, INC., for failure to abate the nuisance at the property located at 6300 S. W. 41st Court, within the municipal limits of the Town of Davie. The Special Magistrate having heard the testimony of the Town Code Compliance Officer and the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent has violated Sections 12-33(U), 12-105 and 12-33(U) of the Davie Town Code at the property located at 6300 S.W 41st Court and the Town of Davie has expended \$450.00 of an emergency remedial on the property in order to mitigate serious and imminently health, safety and welfare condition. For these services the Town off Davie paid an independent contractor for the work the sum of \$450.00.

2

1. The Respondent shall be fined the sum of \$450.00 which shall be paid to the Town of Davie Code within thirty (30) days from the date of this Order, in order to reimburse the Town of Davie for the actual costs incurred to hire the outside contractor to abate the nuisance.

2. The Respondent shall also pay a \$200.00 administrative fee in connection with the bringing of this action within thirty (30) days from the date of this Order.

3. In the event the Respondent fails to pay the \$650.00 within thirty (30) days from the date of this Order, or fails to pay any part thereof as herein ordered, the Town of Davie attorney is hereby directed to file and record among the Public Records of Broward County, Florida this Order which shall constitute a lien against any personal and real property of Respondent on the following described real property of Respondent for the amount which remains unpaid and to proceed with the enforcement and collection of same as provided by law, to-wit:

DAVIE PARK, LOT 11, BLOCK 1, per Plat Book 32, at page 42 of the Public Records of Broward County, County, Florida.

a/k/a 6300 S. W. 41st Court, Town of Davie, Florida

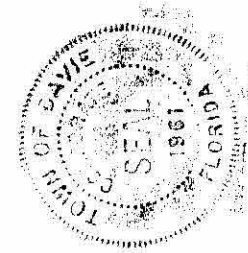
Folio: 50-41-26-10-0110

**DONE AND ORDERED** in Davie, Broward County, Florida, this 18th day of December, 2014.

TOWN OF DAVIE

BY:   
Richard E. Conner, Esquire  
Special Magistrate

Copies furnished:  
TOP VIDEO & PRODUCTIONS USA, INC  
(Certified Mail)  
Town Attorney  
Clerk, Code Enforcement  
Town Prosecutor  
Code Inspector



THE TOWN OF DAVIE, Broward  
County, Florida, a Florida  
Municipal Corporation,

Petitioner,

v.

TOP VIDEO & PRODUCTIONS USA, INC.,

Respondent.

TOWN OF DAVIE  
CODE COMPLIANCE  
SPECIAL MAGISTRATE

CASE NO. 2012-0533  
(formerly #09-1066)

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**ORDER ASSESSING COST RECOVERY AND MAINTENANCE FEES**

THIS MATTER having come before the TOWN OF DAVIE, SPECIAL MAGISTRATE, for a Non Compliance Hearing on the 16th day of December, 2014, the Special Magistrate having heard the statement of the Town Code Compliance Officer, having reviewed the Town File in the matter and being otherwise fully advised in the premises, finds and orders as follows:

1. That since the onset of the above styled cause with the filing of an Amended Notice of Code Violation on the 16th day of October, 2009 the records in the case show that the following:

A. By Final Order dated the 16th day of September, 2009, Cost Recovery Fee: \$250.00.

B. By Final Order dated the 22nd day of October, 2009, Cost Recovery Fee: \$350.00.

C. By Final Order dated the 28<sup>th</sup> day of October, 2009, Cost Recovery Fee: \$350.00.

D. By Order Imposing Lien, Municipal Code Enforcement Lien and Administrative Fine: dated the 10th day of December, 2011: Cost Recovery Fee: \$500.00.

E. By Order Imposing Lien, Municipal Code Enforcement Lien and Administrative Fine: dated the 24th day of January, 2012: Cost Recovery Fee: \$500.00.

F. By Order Imposing Lien, Municipal Code Enforcement Lien and Administrative Fine: dated the 7th day of March, 2012: Cost Recovery Fee: \$500.00.

G. By Order Imposing Lien, Municipal Code Enforcement Lien and Administrative Fine: dated the 20th day of October, 2012: Cost Recovery Fee: \$200.00; Town-assessed maintenance charges to abate nuisances: \$350.00.

H. By Order Imposing Lien, Municipal Code Enforcement Lien and Administrative Fine: dated the 23rd day of October, 2013: Cost Recovery Fee: \$200.00; Town-assessed maintenance charges to abate nuisances: \$300.00.

I. By Order Imposing Lien Municipal Code Enforcement Lien and Administrative Fine: dated the 16th day of December, 2014: Cost Recovery Fee: \$200.00; Town-assessed maintenance charges to abate nuisances: \$450.00. **To be Paid by the 15th day of January, 2015.**

**TOTAL COST RECOVERY AND ASSESSMENT FEES DUE  
AND UNPAID AFTER JANUARY 15, 2015**

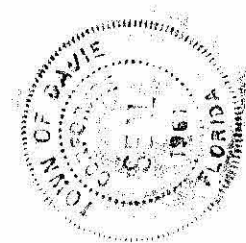
Cost Recovery Fees	<b>\$3,050.00</b>
Town-assessed maintenance charges to abate nuisances:	<b>+ \$1,100.00</b>
<b>TOTAL.....</b>	<b>\$4,150.00</b>

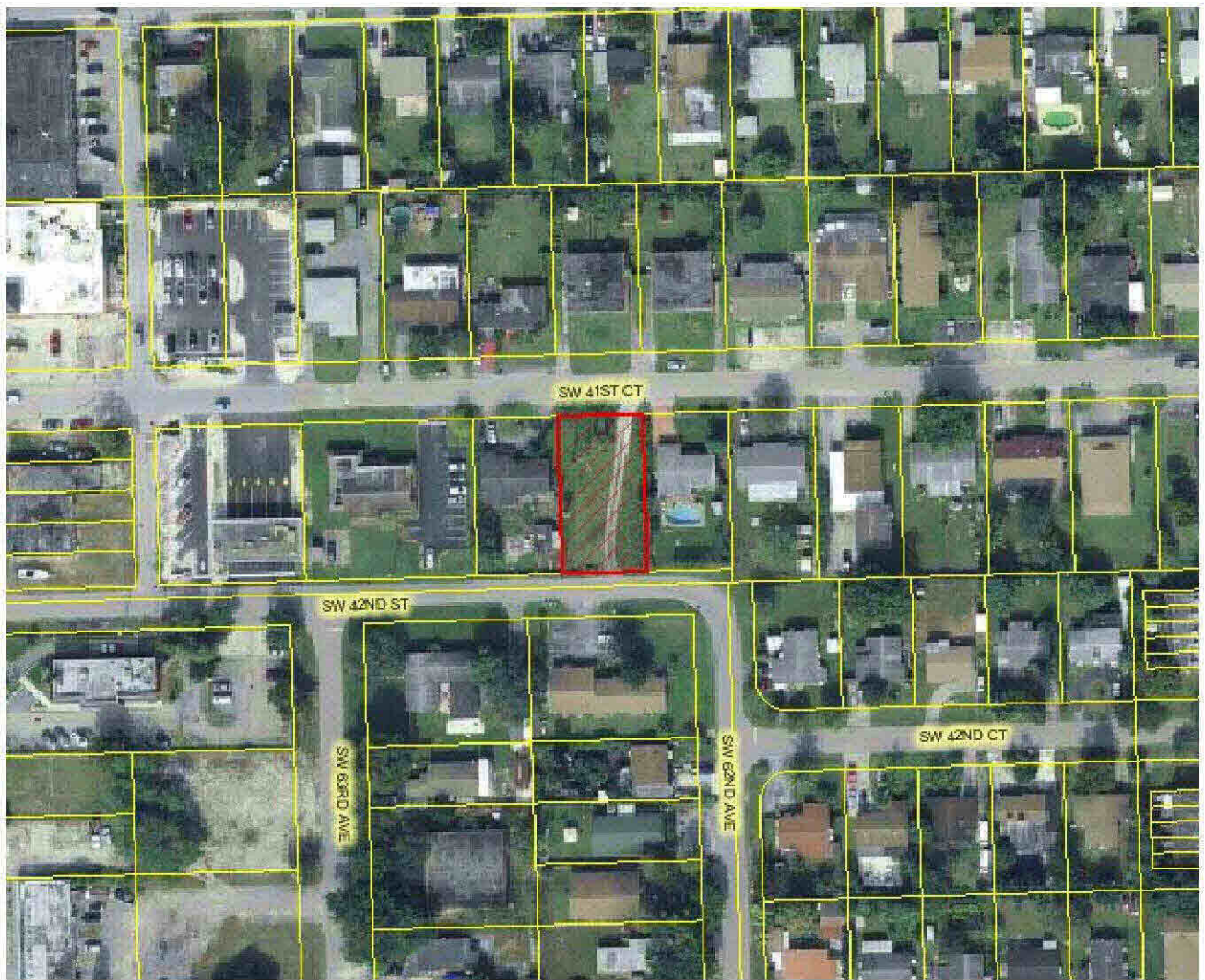
**DONE AND ORDERED** in Davie, Broward County, Florida this 18th day of December, 2014.

TOWN OF DAVIE

BY:   
Richard E. Conner, Esquire  
Special Magistrate

Copies furnished:  
TOP VIDEO & PRODUCTIONS USA, INC.,  
(Certified Mail)  
Clerk, Special Magistrate Hearing  
Town Prosecutor  
Code Inspector







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

**DATE: January 4, 2016**

**PROPERTY ID #504126-10-0110 (TD #34129)**

# WARNING

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

**AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6300 SW 41 COURT, DAVIE FL 33314 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 January 29, 2016 .....\$22,497.32  
Or  
\* Amount due if paid by February 16, 2016 .....\$22,757.15

**\*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 FEBRUARY 17, 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)**

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TOWN OF DAVIE  
6591 ORANGE DR  
DAVIE FL 33314**

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**TD 34129 FEBRUARY 2016 WARNING**  
**TOP VIDEO & PRODUCTIONS USA**  
**% STUART A LIPSON ESQUIRE**  
**6300 SW 41 COURT,**  
**DAVIE FL 33314**

City, State, ZIP+4®

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**TD 34129 FEBRUARY 2016 WARNING**  
**TOP VIDEO & PRODUCTIONS USA**  
**% STUART A LIPSON ESQUIRE**  
**16900 NE 19 AVE**  
**NORTH MIAMI BEACH FL 33162**

City, State, ZIP+4®

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**TD 34129 FEBRUARY 2016 WARNING**  
**TOP VIDEO & PRODUCTIONS USA**  
**C/O STUART A LIPSON ESQUIRE**  
**16900 NE 19TH AVE**  
**MIAMI, FL 33162-3110**  
**UNITED STATES**

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**TD 34129 FEBRUARY 2016 WARNING**  
**ROGER BAUGH**  
**100 N 8TH AVE #8**  
**TUMWATER, WA 98512**

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**TD 34129 FEBRUARY 2016 WARNING**  
**BP LOANS, LLC AND**  
**MEISTER FINANCIAL GROUP, INC.**  
**P.O. BOX 550064**  
**FORT LAUDERDALE, FL 33355**

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**TD 34129 FEBRUARY 2016 WARNING**  
**BP LOANS, LLC**  
**P.O. BOX 550064**  
**FORT LAUDERDALE, FL 33355**

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Total

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Street and Apt. No., or PO Box No.

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**TD 34129 FEBRUARY 2016 WARNING**  
**BP LOANS, LLC**  
**1671 NW 144 TERRACE**  
**SUITE 107**  
**SUNRISE, FL 33323**

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Street a

City, State, ZIP

**TD 34129 FEBRUARY 2016 WARNING**  
**TOWN OF DAVIE**  
**ATTN: TOWN CLERK**  
**6591 ORANGE DRIVE**  
**DAVIE, FL 33314**

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**TD 34129 FEBRUARY 2016 WARNING  
TOWN OF DAVIE  
CODE COMPLIANCE  
SPECIAL MAGISTRATE  
6591 S.W. 45TH STREET  
DAVIE, FL 33314-3399**

City, State, ZIP+4®

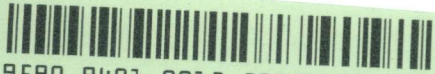
SENDER: COMPLETE THIS SECTION

CERTIFIED MAIL  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

- 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 34129 FEBRUARY 2016 WARNING  
BP LOANS, LLC  
P.O. BOX 550064  
FORT LAUDERDALE, FL 33355



9590 9401 0015 5205 6895 56

2. Ar

7015 3010 0001 4651 8222

A. Signature

*X. [Signature]*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

11/19/16

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

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

CERTIFIED MAIL  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

- 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 34129 FEBRUARY 2016 WARNING  
 TOP VIDEO & PRODUCTIONS USA  
 % STUART A LIPSON ESQUIRE  
 16900 NE 19 AVE  
 NORTH MIAMI BEACH FL 33162

A. Signature  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

9590 9401 0015 5205 2926 40

2. Article Number (Transfer from carrier label)

7015 3010 0001 4651 8161

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SIDE

**CERTIFIED MAIL**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

RY

- 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.

TD 34129 FEBRUARY 2016 WARNING  
 TOP VIDEO & PRODUCTIONS USA  
 C/O STUART A LIPSON ESQUIRE  
 16900 NE 19TH AVE  
 MIAMI, FL 33162-3110  
 UNITED STATES



9590 9401 0015 5205 2926 33

2. Article (Label)

7015 3010 0001 4651 8178

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

A. Signature

X

- Agent
- Addressee

B. Received by (Printed 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
- Collect on Delivery
- Collect on Delivery 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

**CERTIFIED MAIL**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

ERY

- 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.

A. Signature

*[Handwritten Signature]*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-7-16

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

**TD 34129 FEBRUARY 2016 WARNING**  
**BP LOANS, LLC**  
**1671 NW 144 TERRACE**  
**SUITE 107**  
**SUNRISE, FL 33323**



2. Article Number (Transfer from service label)

7015 3010 0001 4651 8215

3. Service Type

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

CERTIFIED MAIL  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

- 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 34129 FEBRUARY 2016 WARNING  
ROGER BAUGH  
100 N 8TH AVE #8  
TUMWATER, WA 98512**

A. Signature  
 X *Roger Baugh*  
 Agent  
 Addressee

B. Received by (Printed Name)  
*Roger Baugh*

C. Date of Delivery  
*1-9-16*

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



2. Article ID (Transfer from service label)  
**7015 3010 0001 4651 8246**

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"/> Insured Mail	

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

Domestic Return Receipt

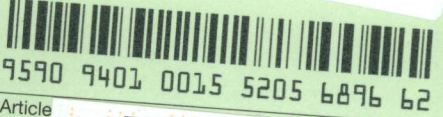


SENDER: COMPLETE THIS SECTION

CERTIFIED MAIL  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

- 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.

**TD 34129 FEBRUARY 2016 WARNING**  
**TOWN OF DAVIE**  
**ATTN: TOWN CLERK**  
**6591 ORANGE DRIVE**  
**DAVIE, FL 33314**



9590 9401 0015 5205 6896 62

2. Article **7015 3010 0001 4651 8208**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery  
**1-7-16**

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
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

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

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 34129 FEBRUARY 2016 WARNING  
TOWN OF DAVIE  
6591 ORANGE DR  
DAVIE FL 33314**



9590 9401 0015 5205 6897 16

2. Article Number (Transfer from service label)

7015 3010 0001 4651 8185

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

**CERTIFIED MAIL**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

A. Signature

X *[Handwritten Signature]*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-7-16

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

Collect on Delivery Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt

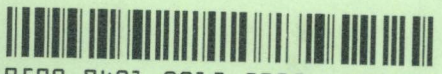
**CERTIFIED MAIL**

**SENDER: COMPLETE THIS SECTION**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

- 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. **TD 34129 FEBRUARY 2016 WARNING**  
**TOWN OF DAVIE**  
**CODE COMPLIANCE**  
**SPECIAL MAGISTRATE**  
**6591 S.W. 45TH STREET**  
**DAVIE, FL 33314-3399**



9590 9401 0015 5205 6897 23

2. Article Number (For Restricted Delivery)  
**7015 3010 0001 4651 8192**

A. Signature  
 X *[Signature]*  Agent  Addressee

B. Received by (Printed Name)  
 C. Date of Delivery  
 1-9-16

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