

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

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 34136**

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: 484124-AA-0160  
Certificate Number: 1646  
Date of Issuance: 05/17/2011  
Certificate Holder: MANUEL GARCIA-CALDERON  
Description of Property: WINFIELD GARDENS SOUTH CONDO  
UNIT 104 SABAL PALM BLDG  
AKA BLDG 6510 A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in  
Official Records Book 3132 at Page 541, of the Public Records of Broward County, Florida.

Name in which assessed: CASTRO,BAYARDO & GUTIERREZ,MARCELA  
Legal Titleholders: CASTRO,BAYARDO &  
GUTIERREZ,MARCELA  
1681 CORAL AVE  
MARGATE, FL 33068-4155

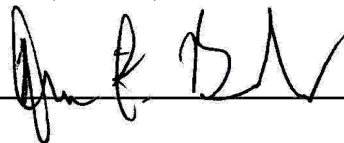
All of said property being in the County of Broward, State of Florida.

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.deedauction.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: 6903.09

**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

34136

NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER : 1646

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.

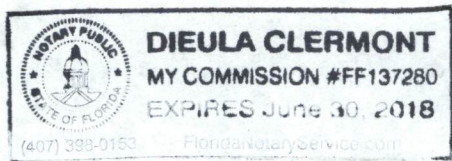
*G. Williams*

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

*Dieula Clermont*

(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 34136**

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Description of Property:  
WINFIELD GARDENS SOUTH  
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AKA BLDG 6510

A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 3132 at Page 541, of the Public Records of Broward County, Florida.

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GUTIERREZ, MARCELA

Legal Titleholders:  
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**SEE ATTACHED**

EDT and shall begin closing at  
11:01 AM EDT at:

[broward.deedauction.net](http://broward.deedauction.net)

\*Pre-registration is required to bid.

Dated this 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: 6822.82

401-314

1/14-21-28 2/4 16-25/0000058168B

2

**RETURN OF SERVICE**

Assignment: 14577 Service Sheet # 18-000543  
\*SERVE A.S.A.P. - RETURN TO TAX NOTICE TRAY\*  
BROWARD COUNTY, FL vs. CASTRO, BAYARDO, ET AL TD 34136 CASE  
PLAINTIFF VS. DEFENDANT  
TAX SALE NOTICE COUNTY/BROWARD COURT 2/17/2016 HEARING DATE  
TYPE OF WRIT  
CASTRO, BAYARDO &/OR CASTRO, BAYARDO 6510 WINFIELD BOULEVARD #104  
SERVE MARGATE, FL 33063

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

Received this process on  
Date 1/8/2016

Served  
 Not Served - see comments  
1-7-16 at 9:58 AM  
Date Time

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

**INDIVIDUAL SERVICE**

**SUBSTITUTE SERVICE:**

- At the defendant's usual place of abode on "any person residing therein who is 15 years of age or older", to wit:  
\_\_\_\_\_ in accordance with F.S. 48.031(1)(a)
- To \_\_\_\_\_, the defendant's spouse, at \_\_\_\_\_ in accordance with F.S. 48.031(2)(a)
- To \_\_\_\_\_, the person in charge of the defendant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to serve the defendant have been made at the place of business

**CORPORATE SERVICE:**

- To \_\_\_\_\_, holding the following position of said corporation \_\_\_\_\_ in the absence of any superior officer in accordance with F.S. 48.081
- To \_\_\_\_\_, an employee of defendant corporation in accordance with F.S. 48.081(3)
- To \_\_\_\_\_, as resident agent of said corporation in accordance with F.S. 48.091

**PARTNERSHIP SERVICE:** To \_\_\_\_\_, partner, or to \_\_\_\_\_, designated employee or person in charge of partnership, in accordance with F.S. 48.061(1)

**POSTED RESIDENTIAL:** By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_

**POSTED COMMERCIAL:** By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183

1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_

**OTHER RETURNS:** See comments

COMMENTS: No Answer - Posted

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: J. Auriemma / 14577 D.S.

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
**PROPERTY ID # 484124-AA-0160 (TD # 34136 )**

# WARNING

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

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

RECEIVED SHERIFF  
2016 JAN -6 AM 8:30  
BROWARD COUNTY, FLORIDA

### **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 .....\$ 6,067.79

Or

\* Amount due if paid by February 16, 2016 .....\$ 6,138.30

\*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**

**CASTRO, BAYARDO AND/OR CASTRO, BAYARDO  
6510 WINFIELD BOULEVARD 104,  
MARGATE FL 33063**

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

**RETURN OF SERVICE**

Assignment: 14577 \*SERVE A.S.A.P. - RETURN TO TAX NOTICE TRAY\* Service Sheet # 18-000548

BROWARD COUNTY, FL vs. CASTRO, BAYARDO ET AL  
PLAINTIFF VS. DEFENDANT TD 34138 CASE

TAX SALE NOTICE COUNTY/BROWARD HEARING DATE 2/17/2016  
TYPE OF WRIT COURT

CASTRO, BAYARDO AND/OR SERVE 1681 CORAL AVENUE  
CASTRO, BAYARDO MARGATE, FL 33068

Received this process on 1/8/2016  
Date

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  
1-7-16 at 8:58 AM  
Date Time

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

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**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)
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COMMENTS: No Answer - Posted

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SCOTT J. ISRAEL, SHERIFF  
BROWARD COUNTY, FLORIDA

BY: J. Auriemma 14577 D.S.

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

**PLEASE SERVE THIS ADDRESS OR LOCATION**

**CASTRO,BAYARDO AND/OR CASTRO,BAYARDO**

**1681 CORAL AVE**

**MARGATE FL 33068-4155**

**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  
Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed # 34136

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>CITY OF MARGATE</b> 5790 MARGATE BLVD MARGATE FL 33063	<b>CASTRO,BAYARDO</b> 6510 WINFIELD BOULEVARD 104, MARGATE FL 33063	<b>CASTRO,BAYARDO</b> 1681 CORAL AVE MARGATE FL 33068-4155
<b>WINFIELD GARDENS SOUTH</b> CONDOMINIUM, ASS. % PHOENIX MANAGEMENT SERVICES 4800 N STATE ROAD 7. STE 105 LAUDERDALE LAKES, FL 33319	<b>GUTIERREZ,MARCELA</b> 6510 WINFIELD BOULEVARD 104, MARGATE FL 33063	<b>GUTIERREZ,MARCELA</b> 1681 CORAL AVE MARGATE FL 33068-4155
<b>WINFIELD GARDENS SOUTH</b> CONDOMINIUM, ASS. C/O THE FRYDMAN LAW GROUP, PLLC 100 S. PINE ISLAND ROAD #120 PLANTATION, FL 33324	<b>SILVERSTEIN MICHAEL J</b> 3301 NE 183 STREET UNIT 3004 PENINSULA II AVENTURA, FL 33160	<b>FIRST FRANKLIN A DIVISION OF NAT. CITY</b> BANK OF IN 2150 NORTH FIRST STREET SAN JOSE, CA 95131

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;</b> <b>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**

401-316 Revised 05/13



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

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Order Date:	10/05/2015	Folio Number:	484124-AA-0160
Internal Tax Deed Number:	34136	Parent Tract No:	NONE
Records Through	10/01/2015		

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PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

**Apartment No. 104F - 6510 of WINFIELD GARDENS SOUTH CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3132, at Page 541, of the Public Records of BROWARD County, Florida ,and as amended.**

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

**Applicant:** MANUEL GARCIA-CALDERON

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 35336, Page 398	CASTRO, BAYARDO & GUTIERREZ, MARCELA
Warranty Deed	1681 CORAL AVE MARGATE FL 33068-4155

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

O.R. Book 40594, Page 1063	First Franklin a Division of Nat. City Bank of IN
Mortgage	2150 North First Street San Jose, CA 95131

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

O.R. Book 49449, Page 1317	Winfield Gardens South Condominium, Inc.
Lien	C/O Phoenix Management Services, Inc. 4800 N. State Road Seven, #105 Lauderdale Lakes, FL 33319

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

CASTRO, BAYARDO &  
GUTIERREZ, MARCELA  
1681 CORAL AVE  
MARGATE FL 33068-4155

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

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

**APPLICATION FOR HOMESTEAD: NONE**

**GROSS ASSESSMENT: \$15,310.00**

**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	2009	34136	\$1,133.51	MANUEL GARCIA-CALDERON
Tax Deed	2010	34136	\$438.02	MANUEL GARCIA-CALDERON
Tax Deed	2011	34136	\$515.66	MANUEL GARCIA-CALDERON
Tax Deed	2012	34136	\$538.35	MANUEL GARCIA-CALDERON
Tax Deed	2013	34136	\$564.62	MANUEL GARCIA-CALDERON
Certificate	2014	1130	\$722.42	SILVERSTEIN MICHAEL J

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

THIS INSTRUMENT PREPARED BY AND RETURN TO:

**Rodolfo M. Blanco, Esq.**

ServiceOne Title Corp.

6187 N.W. 167th Street

Miami Lakes, Florida 33015

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: and

48-41-24-AA-0160

Space Above This Line For Recording Data

**THIS WARRANTY DEED**, made the 28th day of May, 2003 by **Anthony M. Maresca**, a ~~single man~~ <sup>F. MARRIED MAN (Am)</sup>, herein called the grantor, to **Bayardo Castro and Marcela Gutierrez, husband and wife**, whose post office address is **1681 Coral Ave, Pompano Beach, FL 3368**, hereinafter called the Grantee:

*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**WITNESSETH:** That the grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz:

Apartment No. 104F + 6510 of WINFIELD GARDENS SOUTH CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 3132 at Page 541, of the Public Records of Broward County, Florida.

Common Address: 6510 Winfield Blvd. #104F, Margate, Florida 33063-7141

Subject to easements, restrictions and reservations of record and to taxes for the year 2003 and thereafter.

**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, and hereby 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, 2002.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature: *[Signature]*  
Witness #1 Printed Name: Raymond

Signature: *[Signature]*  
Anthony M. Maresca, JR.  
6510 Winfield Boulevard, # 104, Margate, FL 33063

Witness #2 Signature: *[Signature]*  
Witness #2 Printed Name: EWEN LAFRANTZ

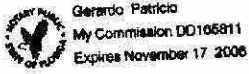
Signature: *[Signature]*  
6510 Winfield Boulevard, # 104, Margate, FL 33063

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of May, 2003 by Anthony M. Maresca who is personally known to me or has produced PL Driver's License as identification.

SEAL

Signature: *[Signature]*  
Notary Public



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

Return To:  
Eagle Title & Abstract  
5020 Central Ave.  
St Petersburg, FL 33707  
File Number 0705-  
29379

PREPARED BY:

Name: DENISE MORSE

Address: FIRST FRANKLIN  
2202 N. WESTSHORE BLVD., TAMPA, FL  
33607

Address:

FIRST FRANKLIN  
c/o SECURITY CONNECTIONS  
1935 INTERNATIONAL WAY  
IDaho FALLS, ID 83402

[Space Above This Line For Recording Data]

### MORTGAGE

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 22, 2005, together with all Riders to this document.

(B) "Borrower" is BAYARDO CASTRO and MARCELA GUTIERREZ, HUSBAND & WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

Lender is a National Association

the laws of United States of America

2150 NORTH FIRST STREET, SAN JOSE, California 95131

organized and existing under  
Lender's address is

(D) "Note" means the promissory note signed by Borrower and dated July 22, 2005. The Note states that Borrower owes Lender Eighty One Thousand and no/100

Dollars (U.S. \$81,000.00

) plus interest. Borrower has promised

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." August 01, 2035

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

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

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) [specify] Prepay Rider
- 1-4 Family Rider
- Biweekly Payment Rider

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1619L1 (001) MFFL3112

(Page 1 of 11 pages)

Form 3010 1/01  
4000431128 GREATLAND ■  
To Order Call: 1-800-530-0298 | Fax: 619-731-1181

bc. HG

18

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of BROWARD  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 6510 WINFIELD BLVD, Unit 104  
MARGATE, Florida 33063 ("Property Address")  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Handwritten initials: MG

**Exhibit "A"**

**Apartment No. 104F-6510, of Winfield Gardens South  
Condominium, a Condominium according to the Declaration  
of Condominium as recorded in Official Records Book 3132,  
Page 541, and any amendments thereto, together with an  
undivided interest or share in the common elements  
appurtenant thereto, of the Public Records of DADE County,  
Florida.**

THIS IS AN  
OFFICIAL COPY

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements accrued by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for

Handwritten initials: MC MG

Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

*Handwritten initials: B.C. and M.G.*

require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may

B.C. MG



disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this

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Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Handwritten initials: B.C. and MG

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the

Handwritten initials: *BC* and *MG*

other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Bayardo Castro* (Seal)  
-Borrower  
BAYARDO CASTRO  
6510 WINFIELD BLVD, Unit 104  
MARGATE, FL 33063

*Marcela Gutierrez* (Seal)  
-Borrower  
MARCELA GUTIERREZ  
6510 WINFIELD BLVD, Unit 104  
MARGATE, FL 33063

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

THIS IS TO AN  
OFFICIAL COPY  
Signed, sealed and delivered in the presence of:  
*Aiman Saleh*

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2005 by  
BAYARDO CASTRO, MARCELA GUTIERREZ

who is personally known to me or who has produced Florida Drivers License  
as identification.

 *[Signature]*  
Notary Public

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of July 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6510 WINFIELD BLVD, Unit 104  
MARGATE, FL 33063

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WINFIELD GARDENS  
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1.01

ITEM 1022L1 (001) MFCD2081

(Page 1 of 2 pages)

400D431128 GREATLAND ■  
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B-C MG

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

  
\_\_\_\_\_  
BAYARDO CASTRO (Seal)  
-Borrower

  
\_\_\_\_\_  
MARCELA GUTIERREZ (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

MULTISTATE CONDOMINIUM RIDER—Single Family—Famde Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3140 1/01

ITEM 1829L2 (0011) MFCD2081

(Page 2 of 2 pages)

4000431128 GREATLAND ■  
Te Order Call: 1-800-630-8063 Fax: 818-791-1131



### PREPAYMENT RIDER

This Prepayment Rider is made this 22nd day of July 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 6510 WINFIELD BLVD, Unit 104 MARGATE, FL 33063

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower can make a partial prepayment at anytime without paying any charge. Borrower may make a full prepayment at any time subject to a prepayment charge as follows:

If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on any amount prepaid in any 12 month period in excess of 20% of the unpaid balance. The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

#### NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

*Bayardo Castro* (Seal) *Margela Gutierrez* (Seal)  
BAYARDO CASTRO -Borrower MARGELA GUTIERREZ -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Adjustable Rate Prepayment Rider - First Lien - AK, AL, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, KS, LA, MA, MD, MN, MT, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WY

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**ADJUSTABLE RATE RIDER**  
(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of July 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6510 WINFIELD BLVD, Unit 104  
MARGATE, FL 33063

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.3750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of August 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Three Quarters percentage points ( 6.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX  
(AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family

ITEM 54074L1 (CS781L) (9910) MFC06053

(Page 1 of 3 pages)

4000431128 GREATLAND  
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Handwritten initials: MG

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.3750% or less than 8.3750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) ( 1.0000 %) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.3750%, nor less than 8.3750%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:



**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Handwritten initials: "C", "MS", and a signature.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

 _____ BAYARDO CASTRO	(Seal) -Borrower	 _____ MARGELA GUTIERREZ	(Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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THIS IS TO AN OFFICIAL COPY

_____ (Seal) -Borrower	_____ (Seal) -Borrower
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*[Sign Original Only]*

6

This Instrument Prepared By:  
Record and Return to:  
The Frydman Law Group, PLLC  
100 S. Pine Island Road, #120  
Plantation, Florida 33324

**CLAIM OF LIEN**

That **Winfield Gardens South Condominium, Inc.** (hereinafter referred to as "ASSOCIATION") a Florida not-for-profit Corporation, whose principal place of business address is c/o **Phoenix Management Services, Inc., 4800 N. State Road Seven, #105, Lauderdale Lakes, FL 33319**, files this Claim of Lien upon the following described real property, situate, lying and being in **Broward** County, Florida, to wit:

**Apartment No. 104F- 6510 of WINFIELD GARDENS SOUTH CONDOMINIUM, according to the Declaration of Condominium recorded at Official Records Book 3132 at Page 541 of the Public Records of Broward County, Florida**

The total amount of assessments owed to the ASSOCIATION is **\$10,168.87**. The breakdown of said amount is as follows:

**Balance of 2004 Special Assessment for a total amount of \$847.03**

**Special Assessments due August 14, 2008 through April 14, 2009 at \$45.00 per Month for a total amount of \$401.00**

**Special Assessments due June 1, 2009 through November 1, 2009 at \$21.00 per Month for a total amount of \$126.00**

**Balance of Assessments due June 1, 2008 through June 30, 2008 at \$155.00 per Month for a total amount of \$64.84**

**Assessments due July 1, 2008 through December 31, 2010 at \$155.00 per Month for a total amount of \$4,650.00**

**Assessments due January 1, 2011 through December 31, 2012 at \$170.00 Per Month for a total amount of \$4,080.00**


The above amount does not take into consideration any payments received since the initial date of delinquency described above. This Claim of Lien secures interest at the rate of **18%** per annum plus late fees, if any, as well as costs and reasonable attorneys' fees incurred by the Association pursuant to, and as provided in, the recorded governing documents of the Association and Florida Statutes. Additionally, this Claim of Lien secures all assessments which come due, less any payments received, after the filing of this Claim of Lien. For payoff information, please contact the undersigned Law Firm.

The record owners of this unit/parcel are: **BAYARDO CASTRO and MARCELA GUTIERREZ**

IN WITNESS WHEREOF, ASSOCIATION has caused this Claim of Lien to be executed on the 31 day of December, 2012


*Winfield Gardens South Condominium, Inc.*  
c/o The Frydman Law Group, PLLC  
100 S. Pine Island Road, #120  
Plantation, Florida 33324

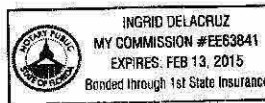
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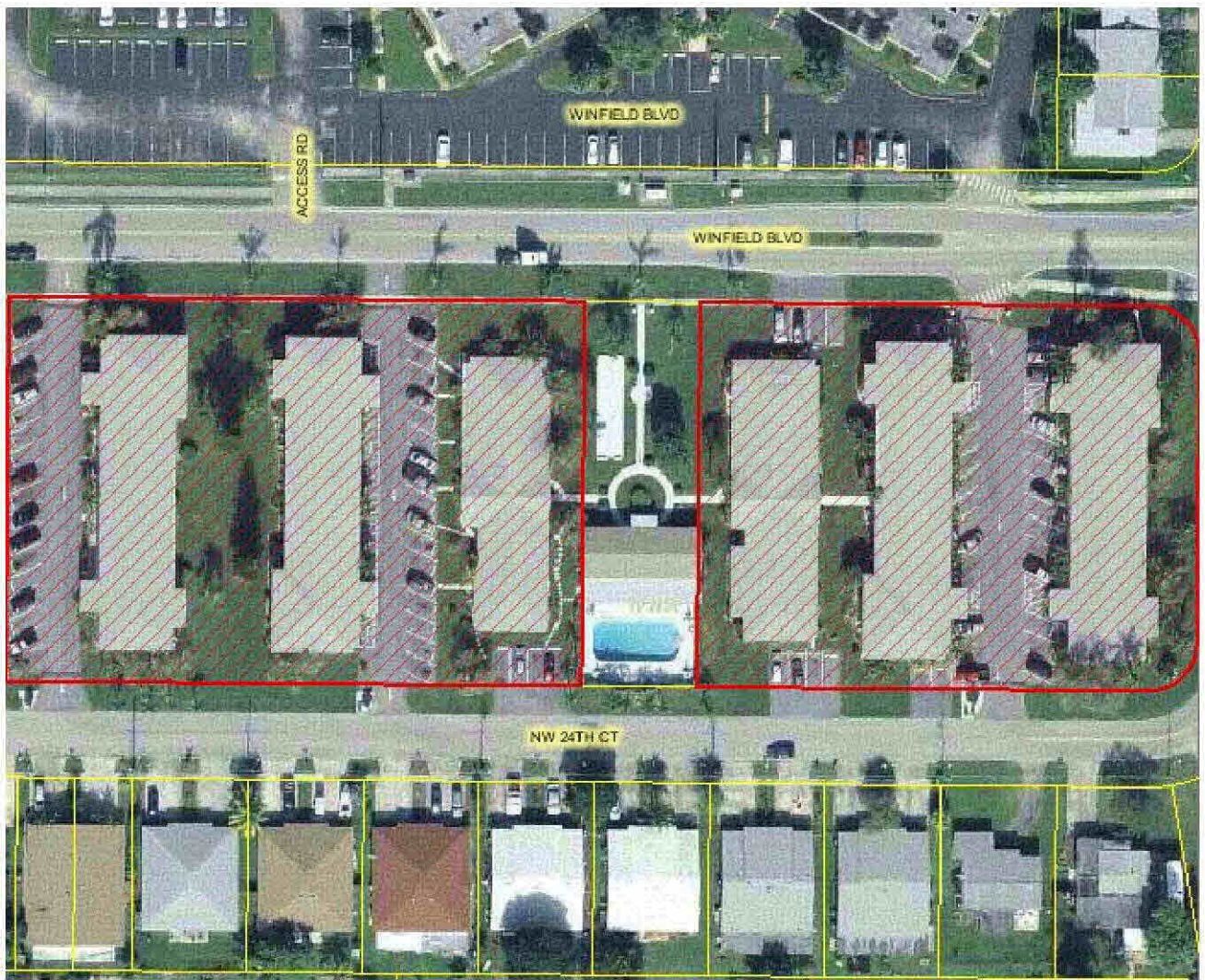
  
Rachel E. Frydman, Esq.  
Agent for the Corporation

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Claim of Lien was acknowledged before me this 31 day of December, 2012, by RACHEL E. FRYDMAN, who is personally known to me or has produced a driver's license as identification.

  
INGRID DELACRUZ  
Notary Public, State of Florida  
My Commission Expires:





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

**DATE: January 4, 2016**

**PROPERTY ID # 484124-AA-0160 (TD # 34136)**

# **WARNING**

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

**AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6510 WINFIELD BOULEVARD 104, MARGATE FL 33063 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 .....\$ 5,988.69**

**Or**

**\* Amount due if paid by February 16, 2016 .....\$ 6,058.03**

**\*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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**TD 34136 FEBRUARY 2016 WARNING  
FIRST FRANKLIN A DIVISION OF NAT.  
CITY BANK OF IN  
2150 NORTH FIRST STREET  
SAN JOSE, CA 95131**

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

City, State, ZIP+4®

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

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**TD 34136 FEBRUARY 2016 WARNING  
SILVERSTEIN MICHAEL J  
3301 NE 183 STREET UNIT 3004  
PENINSULA II  
AVENTURA, FL 33160**

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

City, State, ZIP+4®

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**TD 34136 FEBRUARY 2016 WARNING  
WINFIELD GARDENS SOUTH  
CONDOMINIUM, ASS.  
C/O THE FRYDMAN LAW GROUP, PLLC  
100 S. PINE ISLAND ROAD #120  
PLANTATION, FL 33324**

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**TD 34136 FEBRUARY 2016 WARNING**  
**WINFIELD GARDENS SOUTH**  
**CONDOMINIUM, ASS.**  
**% PHOENIX MANAGEMENT SERVICES**  
**4800 N STATE ROAD 7. STE 105**  
**LAUDERDALE LAKES, FL 33319**

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**TD 34136 FEBRUARY 2016 WARNING  
CITY OF MARGATE  
5790 MARGATE BLVD  
MARGATE FL 33063**

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**TD 34136 FEBRUARY 2016 WARNING  
CASTRO,BAYARDO  
6510 WINFIELD BOULEVARD 104,  
MARGATE FL 33063**

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City, State, ZIP+4®

**TD 34136 FEBRUARY 2016 WARNING  
GUTIERREZ, MARCELA  
1681 CORAL AVE  
MARGATE FL 33068-4155**

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**TD 34136 FEBRUARY 2016 WARNING**  
**CASTRO, BAYARDO**  
**1681 CORAL AVE**  
**MARGATE FL 33068-4155**

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- Adult Signature Required \$ \_\_\_\_\_
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TD 34136 FEBRUARY 2016 WARNING  
GUTIERREZ, MARCELA  
6510 WINFIELD BOULEVARD 104,  
MARGATE FL 33063

City, State, ZIP+4®

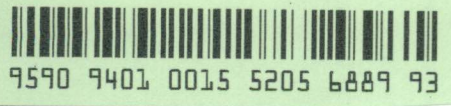


PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**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. **TD 34136 FEBRUARY 2016 WARNING  
WINFIELD GARDENS SOUTH  
CONDOMINIUM, ASS.  
% PHOENIX MANAGEMENT SERVICES  
4800 N STATE ROAD 7. STE 105  
LAUDERDALE LAKES, FL 33319**



2. Article Number (PSN)  
**7015 3010 0001 4651 8352**

A. Signature  
*Skoczdosk*  Agent  Addressee

B. Received by (Printed Name) *Skoczdosk* C. Date of Delivery *1/8/16*

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

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Certified Mail Restricted Delivery with Signature Confirmation™
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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- 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 34136 FEBRUARY 2016 WARNING  
CITY OF MARGATE  
5790 MARGATE BLVD  
MARGATE FL 33063**



9590 9401 0015 5205 6893 65

2. Article Number (Transfer from service label)

7015 3010 0001 4651 8369

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

Melissa D. Kelly

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

1/7/15

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

(over \$500)

Domestic Return Receipt