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

#### **NOTICE OF APPLICATION FOR TAX DEED NUMBER 34538**

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: 514103-06-0310

Certificate Number: 22511

Date of Issuance: 06/01/2012

Certificate Holder: LB-AMNIA 14 LLC % SB MUNI
Description of Property: DRIFTWOOD ESTATES NO 3 46-9 B

LOT 1 BLK 4

Name in which assessed: DEL GUIDICE, VINCENT & MYRNA DEL GUIDICE, VINCENT & MYRNA

PO BOX 848513

PEMBROKE PINES, FL 33084

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 13th day of April , 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 10th day of March , 2016 .

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

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: 03/10/2016, 03/17/2016, 03/24/2016 & 03/31/2016

Minimum Bid: 85327.38

#### **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 B. COOPER, 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

34538 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 22511

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

03/10/2016 03/17/2016 03/24/2016 03/31/2016

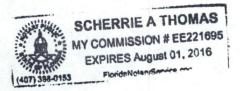
Affiant further says that the said Broward Daily Business
Review is a newspaper published at Fort Lauderdale, in said
Broward County, Florida and that the said newspaper has
heretofore been continuously published in said Broward
County, Florida each day (except Saturday, Sunday and
Legal Holidays) and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

Sworn to and subscribed before me this

1 day of MARCH, A.D. 2016

(SEAL)

B. COOPER 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 34538

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: 514103-06-0310 Certificate Number: 22511 Date of Issuance: 06/01/2012

Certificate Holder:
LB-AMNIA 14 LLC % SB MUNI
Description of Property:

DRIFTWOOD ESTATES NO 3 46-9 B

LOT 1 BLK 4

Name in which assessed: DEL GUIDICE, VINCENT & MYRNA Legal Titleholders:

DEL GUIDICE, VINCENT & MYRNA PO BOX 848513

PEMBROKE PINES, FL 33084 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 13th day of April, 2016. Prebidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT

broward.deedauction.net
\*Pre-registration is required to bid.
Dated this 10th day of March,

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: 85327.38 401-314

3/10-17-24-31 16-13/0000079191B

### BROWARD COUNTY SHERIFF'S OFFICE

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

### RETURN OF SERVICE

Assignmen 16809		Service Sheet # 16-011153
BROV	VARD COUNTY, FL vs. DEL GUIDICE, VINCENT; ET. AL.	TD 34538
	ALE NOTICE VS. COUNTY/BRO	DEGUNDANT
DELG	TYPE OF WRIT SUIDICE, VINCENT AND/OR 2721 N. 75 AV	COURT HEARING DATE
	SERVE HOLLYWOOD	), FL 33024
	DEL GUIDICE, MYRNA	Received this process on 2/11/1/2-07/1/
1	14279	Date 1/2014 100
E	BROWARD COUNTY REVENUE-DELING TAX SECTION	10809 101
	15 S. ANDREWS AVENUE	Served
1	FT LAUDERDALE , FL 33301	Not Served – see comments
	REBECCA LEDER, SUPV.	3/11/16 at 1/50
	Attorney	Date
time of s	UIDICE, VINCENT AND/ORL GUIDICE, MYRN Broward County, Florevice endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by	orida, by serving the within named person a true copy of the writ, with the date and
		y die following mediod.
П	INDIVIDUAL SERVICE	
SUBS	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)
П	To, the person in charge of the defendant's	
	serve the defendant have been made at the place of business	s desired in decordance with 1.5. 45.051(2)(b), and two of more attempts to
COF	RPORATE 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)
П	To, as resident agent of said corporation in	n accordance with F.S. 48.091
П	DA DADING CHANG CHANGE OF	
u	of partnership, in accordance with F.S. 48.061(1)	or to, designated employee or person in charge
	<b>POSTED RESIDENTIAL:</b> By attaching a true copy to a conspicuous place on the pro- residing therein 15 years of age or older could be found at the defendant's usual place of	
	1st attempt date/time:	2 <sup>nd</sup> attempt date/time:
	POSTED COMMERCIAL: By attaching a true copy to a conspicuous place on the pr	
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> attempt date/time:
	OTHER RETURNS: See comments	
	Dast	
COMME	ENTS: YOS	
You c	an now check the status of your writ	SCOTT J. ISRAEL, SHERIFF
	siting the Broward Sheriff's Office	BROWARD COUNTY, FLORIDA
	ite at www.sheriff.org and clicking	(17 h)
on the	e icon "Service Inquiry"	THE
		BY: VN D.S.
	ORIGINAL	V. 140554 16005
	e icon "Service Inquiry"	D.S. V. MOSS#16809

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

PROPERTY ID # 514103-06-0310 (TD #34538)

RECEIVED SHERIFF

2016 MAR -9 AM 10: 04

### 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

#### 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 March 31, 2016 .....\$ 27,530.41
- \* Amount due if paid by April 12, 2016 ......\$ 27,845.87
- \*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 APRIL 13, 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

PLEASE SERVE THIS ADDRESS OR LOCATION

DEL GUIDICE, VINCENT and/or DEL GUIDICE, MYRNA 2721 N 75 AVENUE HOLLYWOOD FL 33024

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

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

#### **CERTIFICATE OF MAILING NOTICES**

Tax Deed # 34538

### STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of March 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:

CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD FL 33020

CITY OF HOLLYWOOD, FLORIDA 2500 HOLLYWOOD BOULEVARD HOLLYWOOD, FLORIDA 33020

CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BOULEVARD ROOM 203

HOLLYWOOD, FL 33020 CITY OF HOLLYWOOD

P.O. BOX 229045 HOLLYWOOD, FL 33022-9045

METROPOLITAN MORTGAGE CO. 4700 BISCAYNE BLVD MIAMI, FL 33137

METROPOLITAN MORTGAGE CO. 4700 BISCAYNE BLVD #200 MIAMI, FL 33137

MAYEN,LORENA M H/E

7490 SIMMS ST HOLLYWOOD FL 33024-2724 FLORIDA CORAL LIEN INVESTMENTS LLC CAPONE, NA CL TRL ASSIGNEE OF FL CORAL LIEN INV'

8593 SOLUTION CENTER CHICAGO, IL 60677-8005

CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE

ASSIGNMENT OF MORTGAGE FOR SECURITY NATIONAL FUNDING TRUST 323 FIFTH ST

EUREKA, CA 95501

CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BOULEVARD SUITE 314

HOLLYWOOD, FL 33020

MORGAN KEEGAN MORTGAGE COMPANY, INC. 1100 RIDGEWAY LOOP ROAD SUITE 550

MEMPHIS TENNESSEE 38120

KING,ROSETA C 7481 FARRAGUT ST HOLLYWOOD FL 33024-2715 DEL GUIDICE, VINCENT 2721 N 75 AVENUE HOLLYWOOD FL 33024

DEL GUIDICE, MYRNA 2721 N 75 AVENUE HOLLYWOOD FL 33024

DEL GUIDICE, VINCENT PO BOX 848513

PEMBROKE PINES FL 33084

DEL GUIDICE, MYRNA PO BOX 848513 PEMBROKE PINES FL 33084

CITY OF HOLLYWOOD

COMMUNITY DEVELOPMENT 2500 HOLLYWOOD BOULEVARD SUITE 314 HOLLYWOOD, FL 33020

SN SERVICING CORP 323 5TH ST EUREKA, CA 95501

MAYEN, CARLOS E 7490 SIMMS ST

**HOLLYWOOD FL 33024-2724** 

#### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT
PERMITTING LICENSING & PROTECTION DIVISION
ATTN: DIANE JOHNSON
GCW-1 NORTH UNIVERSITY DR
PLANTATION, FL 33324

BROWARD COUNTY CODE & ZONING
ENFORCEMENT SECTION
PLANNING & REDEVELOPEMENT DIV.
ENVIRONMENTAL PROTECTION & GROWTH
MGMT DEPT
ATTN: GORDON MILLER

GCW – 1 NORTH UNIVERSITY DR, MAILBOX 302 PLANTATION, FL 33324 BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION, RIGHT OF WAY SECTION ATTN: FRANK J GUILIANO ONE N. UNIVERSITY DR., STE 300-B

PLANTATION, FL 33324

BROWARD COUNTY WATER & WASTEWATER ATTN: RACHEL FLEURY-CHARLES

2555 W. COPANS RD POMPANO BEACH, FL 33069 BROWARD COUNTY PUBLIC WORKS DEPT

REAL PROPERTY SECTION ATTN: MARIE HAMMOND 115 S ANDREWS AVE, ROOM 326 FORT LAUDERDALE FL 33301

BROWARD COUNTY SHERIFF'S DEPT.

ATTN: CIVIL DIVISION FT. LAUDERDALE, FL 33315

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of March 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 33185 Telephone: 866-523-5003 Fax: 866-523-5004

Order Date: 12/16/2015 Folio Number: 5141 03 06 0310 Internal Tax Deed Number: 34538 Parent Tract No: NONE

Records Through: 12/14/2015

PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 4, DRIFTWOOD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46A, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

Applicant: LB-AMNIA 14 LLC

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

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

VINCENT DEL GUIDICE AND MYRNA S. DEL GUIDICE O.R. Book 4559, Page 936

WARRANTY DEED 2721 N 75 AVENUE, ( SEE AFFIDAVIT) CITY, STATE 00000

O.R. BOOK 23916 PAGE 568.

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

O.R. Book 23461, Page 982 METROPOLITAN MORTGAGE CO.

**MORTGAGE** 4700 BISCAYNE BLVD MIAMI, FL. 33137

O.R. BOOK 26211 PAGE 278

MORTGAGE

ASSIGNED TO:

O.R. BOOK 35757 PAGE 255 CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE

ASSIGNMENT OF MORTGAGE FOR SECURITY NATIONAL FUNDING TRUST

323 FIFTH ST

EUREKA, CA 95501-0000

ASSIGNED TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC O.R. BOOK 36807 PAGE 576

ASSIGNMENT OF MORTGAGE PO BOX 2026

FLINT. MI 48501-2026

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

O.R. BOOK 24263 PAGE 85 CITY OF HOLLYWOOD, FLORIDA MORTGAGE 2500 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

O.R. BOOK 24629 PAGE 162

MORTGAGE

LIEN HOLDER AND ADDRESS OF RECORD AS INDEXED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA NONE

NAME AND ADDRESS OF RECORD ON CURRENT TAX ROLL

**DEL GUIDICE, VINCENT & MYRNA** 

PO BOX 848513

PEMBROKE PINES FL 33084

NAME AND ADDRESS OF ESCROW AGENT: NONE

NAME AND ADDRESS OF TAX PAYING AGENT: NONE

### Performance Property Management Services, Inc. 13501 SW 128 St Suite 114C Miami, FL 33185 Telephone: 866-523-5003 Fax: 866-523-5004

Order Date: 12/16/2015 Folio Number: 5141 03 06 0310 Internal Tax Deed Number: 34538 Parent Tract No: NONE

Records Through: 12/14/2015

APPLICATION FOR HOMESTEAD: NONE

GROSS ASSESSMEN: \$ 109,090.00

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

<u>TYPE</u>	<u>TAX</u>	<u>CERTIFICATE</u>	FACE AMOUNT	CERTIFICATE(S) HOLDER
TAX DEED	2006	34538	\$1837.52	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2007	34538	\$1715.89	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2008	34538	\$1427.10	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2009	34538	\$1191.98	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2010	34538	\$1253.67	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2011	34538	\$1284.94	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2012	34538	\$1269.06	LB-AMNIA 14 LLC % SB MUNI
TAX DEED	2013	34538	\$1304.40	LB-AMNIA 14 LLC % SB MUNI
CERTIFICATE	2014	18641	\$1465.97	FLORIDA CORAL LIEN

INVESTMENTS LLC CAPONE, NA CL TRL ASSIGNEE OF FL CORAL LIEN INV

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.

ву: **Antoinette Black** 

**Authorized Signature** 

STATE OF FLORIDA COUNTY OF BROWARD

02356 T#018 95-402356 09-15-95 02:20PM

BEFORE ME, the undersigned authority personally appeared Affliant(s) well known to me who first being duly sworn and cautioned did depose and may as follows:

1. This Affidevit relates to the following described property, lying and being situate in BROWARD County, Florida:

> Lot 1 Block 4 of DRIFTWOOD ESTATES, SECTION THREE according to the Plat thereof, as recorded in Plat Book 46 at Page 9 in the Public Records of BROWARD county, Florida.

Said property is owned by VINCENT DEL GUIDICE and MYRNA \$. DEL GUIDICE as an estate by the entirety, they having acquired title to said property by deed dated 07/09/71 and recorded ORB 4551/787 Re-recorded in ORB 4559/935 in the Public Records of the County wherein said lands are situate. Your Affiants were married prior to the data of execution and delivery of said deed, and have remained married to each other continuously to and including the date of this affidavit.

GUIDICE -Affiant

who did take an oath.

DI Notary Public DState of Florida My commission expires:

PREPARED BY:

OFFICIAL NOTARY SEAL
WILLIAM H GRIFFIN
WILLIAM H GRI

Miami, Florida 33137

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR



MORTGAGE

MORTGAGE made the day below set forth between the Mortgagor below named and the Mortgagee, METROPOLITAN MORTGAGE CO., a Florida corporation, a licensed mortgage lender under Chapter 494, Florida Statutes. WHEREAS, the Mortgagors is indebted to the Mortgagee as evidenced by a certain mortgage note (Note) of even date from the Mortgagor to Mortgagee as described below.

To secure to the Mortgagee the performance by the Mortgagor of all of his agreements as set forth in this Mortgage and the Note, the repayment of the indebtedness evidenced by the Note, interest thereon, sums advanced by the Mortgagee in accordance with the provisions of this Mortgage to protect the lien and security thereof, and interest thereon, the Mortgagor does hereby mortgage, grant and convey to the Mortgagee the real property described below, together with (a) all easements, rights, tenements, hereditaments, rents, issues and profits appurentant thereto, (b) all buildings, structures and improvements now or hereinafter located thereon; (c) all components thereof including pipes, plumbing fixtures and equipment, electrical conduit and wiring and fixtures, heating and cooling and air conditioning equipment and fixtures, sprinkling and irrigation equipment and fixtures, mechanical equipment, pumps, fences and awnings; (d) range, oven, refrigerator, dishwasher, washing machine, dryer, appliances, floor coverings and carpeting situate thereon or therein; and (e) all replacements and additions to the property described in (b), (c) and (d) above; provided, however, that no security interest is imposed upon after acquired consumer goods as defined by the Florida Uniform Commercial Code. To have and to hold the same unto the Mortgagee, its successors and assigns in fee simple. All of the foregoing are herein collectively referred to as the "Property."

The Mortgagor covenants that he is lawfully seized of the estate hereby conveyed and he has the right to mortgage, grant and convey the Property, that the Property is unencumbered except as may be below noted, and that the Mortgagor will warrant and defend the title to the Property against all claims and demands.

And the Mortgagor covenants and agrees as follows:

1. To promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and prepayment and late charges as provided therein.

2. To pay all taxes, assessments, charges, fines and other impositions of governmental authority against the Property within sixty (60) days of when due or sixty (60) days prior to the same becoming delinquent, whichever may first occur. No later than March 31 of each year (or if such March 31 is a Saturday, Sunday or legal holiday, then the next preceding day which is not) the Mortgagor, without demand by the Mortgagee, shall furnish to the Mortgagee a true copy of the prior year's ad valorem tax bill together with receipt for payment thereof.

3. If it is noted below that this is a second or other subordinate ranked mortgage, then to promptly pay when due principal and interest owing under mortgage(s) of higher priority ("Prior Mortgage(s)"), to promptly pay to the holder(s) of Prior Mortgage(s) sums due on account of taxes and insurance premiums as may be provided for under the provisions of the Prior Mortgage(s), and to otherwise fully, promptly and completely keep and perform all of the promises and covenants of the Mortgagors under Prior Mortgage(s) and the promissory note(s) secured thereby; all of the foregoing without regard to any waivers, extensions or indulgences granted by the holder(s) of Prior Mortgage(s) unless with the prior consent of the Mortgage. The Mortgagee, as a matter of absolute right and without independent verification or approval by the Mortgagor, and despite Mortgagor's denial, may accept as true and rely upon any written or oral statement furnished to the Mortgagee by a prior Mortgagee as to the status of such Prior Mortgage and delinquencies, if any, thereunder.

4. To keep in force mortgage guarantee insurance written by a company or companies approved by the Mortgagee, which approval shall not be unreasonably withheld, with regard to this mortgage and the Note insuring against the risks described in F.S. 635.011(a) and to promptly pay the monthly premiums therefor which will come due simultaneously with the due dates of installments under the Note.

5. Not to apply to, request of, receive or accept from any holder of any Prior Mortgage any money, funds or things of value which would, might or could be considered as an advance secured by the lien of such Prior Mortgage.

6. Not to commit waste or permit or suffer the impairment or deterioration of the Property; not to erect or permit to be erected any new buildings on the Property or any structural alterations to existing buildings without the Mortgagee's prior written consent; to comply with all subdivision restrictions and zoning and other regulatory laws and ordinances affecting the Property. If the Property is a condominium unit, the Mortgagor shall promptly and completely perform all of his obligations under the declaration of condominium and the condominium association's articles of incorporation, by-laws and rules and regulations and other constituent condominium documents including but not limited to the payment of all regular and special assessments, the liens for which against the Property might or could have priority over the lien of this mortgage. If the Property is part of a planned unit development, the Mortgagor shall promptly comply with all provision of the declaration of covenants and restrictions establishing the same and shall promptly fulfill all his obligations under the constituent documents of the planned unit development including the homeowner's association's or its equivalent articles and by-laws and shall promptly pay all assessments or charges of every nature (no matter how designated) the lien for which against the Property might or could have priority over the lien of this mortgage.

7. To keep all the Property insured as may be required from time to time by the Mortgagee against loss by fire, windstorm, hazards, casualties and contingencies for not less than such amounts as may be reasonably required by the Mortgagee and to pay promptly when due all premiums for such insurance. Such insurance may not be written for a term of less than one (1) year and premiums thereunder shall be payable only in lump sum in advance and not in installments nor may such premium be financed. The Mortgagor agrees to the deliver renewal or replacement policies or certificates therefor to Mortgagee at least fifteen (15) days prior to the expiration or anniversary date of the existing policies and proof of payment of the premium therefor. The amounts of insurance required by Mortgagee shall be minimum amounts for which said N insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that the Mortgagor is not a co-insurer thereunder. Insurance may be written by a company or companies approved by the Mortgagee (which approval shall not be unreasonably withheld) and all policies and renewals shall be held by the Mortgagee unless in the possession of a holder of a Prior Mortgage. If the Property is subject to specific flood hazards as determined by the National Flood Insurance Act, the Mortgagor shall keep in force flood insurance in the maximum amount available, promptly pay the premiums therefor, and furnish copies of such insurance (or the original thereof is this is a first mortgage), designating the Mortgagee as such, together with proof of payment of permiums thereon, to the Mortgagee, all without demand. All detailed designations by the Mortgagor which are accepted by the Mortgagee and all agreements between the Mortgagor and Mortgagee relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this mortgage agreement as fully as though set forth verbatim herein and shall govern both parties hereto. No lien upon any policy of insurance or upon any refund or return premium which may be payable on the cancellation or termination thereof shall be given to other than the Mortgagee except a holder of a Prior Mortgage or by proper endorsement affixed to such policy and approved by the Mortgagee. Each policy of insurance shall have affixed thereto a Standard New York Mortgagee Clause Without Contribution making all loss or losses under such policy payable to the Mortgagee as its interest may appear. In the event any sum or sums of noney become payable thereunder the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured iereby or to permit the Mortgagor to receive and use it or any part thereof without waiving or impairing any equity, lien, or right under and by virtue of of this mortgage.

3

- 8. If the Mortgagor fails to perform his covenants and agreements contained in this mortgage, or if the Mortgagor fails to perform any duty or obligation arising under a Prior Mortgage (including the payment of principal and/or interest deposits on account of taxes and insurance premiums and late charges even though the holder of the Prior Mortgage has made no demand thereunder and has not threatened any action in connection with the same), of it any action or proceeding is commenced which materially affects the Mortgagee's interests in the Property, including but not limited to eminent domain or code enforcement or arrangements involving a bankrupt or decedent, or if there is an apparent abandonment of the Property, then the Mortgagee at its option may pay to the holder of a Prior Mortgage all or parts of the sums necessary to bring the Prior Mortgage current, may make appearances, may enter upon and secure the Property, may disburse such other sums (including but not limited to the payment of insurance premiums and taxes), and may take such other action as the Mortgagee reasonably deems necessary or advisable to protect its interest in the Property, all without regard to the value of the Property. Any amounts disbursed by the Mortgagee pursuant to the provisions of this paragraph, together with interest thereon at the rate of 18,00 per cent annum shall become additional indebtedness of the Mortgagor secured by this mortgage. If the Property is abandoned or appears to be so, the Mortgagee shall have the right (notwithstanding the their present existence of other property insurance) to obtain and pay premiums for property insurance written on the basis that the Property is vacant and has been abandoned. Further, with regard to property and/or flood insurance, if the Mortgagor shall fail to timely provide policies and proof of payment therefor in the manner and as required in paragraph 7, the Mortgagee shall be absolutely entitled to deem that such insurance is not in torce and may place the same and pay the premiums therefor and the Mortgagor shall be liable for such insurance premiums paid by the Mortgagee and interest thereon norwithstanding that other insurance was in effect. Unless the Mortgager and Mortgagee agree in writing to some other terms of payment, such amounts shall be payable immediately. Nothing in this paragraph shall require the Mortgagee to incur any expense, make any disbursement or take any action whatever.
- 9. All proceeds of any award or claim for damages direct or consequential in connection with any condemnation of any other taking by eminent domain of the Property or any part thereof, or for conveyance in hea of condemnation or eminent domain are hereby assigned and shall be paid to the Mortgagee. All proceeds of eminent domain shall first be applied to the Mortgagee's attorney's fees, costs, charges and expenses (as provided in paragraph II), next to the payment of all sums then due under the Note or secured by this Mortgage other than regular installments of principal and interest, next to the payment of accrued interest on the principal sum and lastly to the reduction of the principal balance without prepayment penalty. No proceeds shall be applied on account of installments and the application of proceeds from eminent domain (unless the same shall pay the indebtedness in full) shall not relieve the Mortgagor of the obligation to pay all past due and future installments of principal and interest nor shall the amount of each installment be reduced the only effects of such prepayment being the reduction of the debt and the number of installments remaining owing.
- 10. Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges or the payment of sums under a Prior Mortgagee by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this nortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 11. The Mortgagor promises to pay to the Mortgagee and this Mortgage secures the payment of each of the following: (a) all court costs, charges and expenses, including but not limited to photocopies, long distance telephone charges, abstract or title search and attorney's fees, whether or not litigation occurs and if it does then those on an appellate and trial level, reasonably incurred or paid by the Mortgagee because of Mortgagor's default under any of the provisions of this Mortgage or the Note or in connection with any claims or actions which might or could affect the lien and priority of this Mortgage, and/or the validity or enforceability of each and every provision of this Mortgage and the Note and/or the payment and collectability of the same and/or any aspects of the transaction which are the basis of this Mortgage and the Note. Without limitation, the foregoing applies to bankruptcies, proceedings in eminent domain or in lieu thereof, seizures or forfeitures asserted by government authority, declaratory judgment actions, quiet title, partition, and decedent estate and guardianship procedures. The fact that claims in litigation asserted against the Mortgagee are without merit shall in no way relieve the Mortgagor of his obligations to pay the Mortgagee its court costs, charges and expenses, including attorney's fees, in connection therewith; (b) Late charges accruing under the Note and mortgage guaranty insurance premiums as set forth in the Note; (c) \$50 for each advance made by the Mortgagee (other than for Mortgagee's attorney's fees and court costs) to protect and conserve the mortgage security including but not limited to the payment of taxes, governmental assessments charges and fines, condominium or homeowners' association assessments, property and flood insurance premiums, indebtedness owing to Prior Mortgagees and the securing of the property in case of Mortgagor's real or apparent abandonment of the property; (d) Appraisal fees incurred in connection with bankruptcies or in anticipation or in connection with the foreclosure of this Mortgage; (e) Assessments against the Mortgagee or its servicing agent imposed by the United States Internal Revenue Service for failure to properly report Mortgagor's interest expense if such failure was the result of inaccurate or incomplete information furnished by the Mortgagor; (f) Mortgagee's actual cost with regard to the postage or delivery of notices of demands for payment in the event of Mortgagor's default; (g) In the event of dishonor of any checks tendered in connection with payments, then all fees and charges permitted under Florida law; and (h) If the payment of any money secured by this Mortgage is more than 30 days past due and the Mortgagee in its absolute discretion determines that it is advisable to personally visit the Mortgagor to attempt collection or to examine the property to determine whether it has been abandoned, \$15.00 for each visit; and (i) such additional servicing fees and charges as may from time to time be authorized to servicing managers by the Department of Housing and Urban Development in conjunction with single family mortgage loans after endorsement.
- 12. In no event shall the amount of interest due or payment in the nature of interest applicable to the loan secured by this mortgage exceed the maximum rate allowed under presently existing applicable law. In the event any payment in excess thereof is made by the Mortgagor or received by the Mortgagoe, then such excess sum shall be credited as a payment to principal unless the Mortgagor shall notify the Mortgagoe in writing that the Mortgagor elects to have such sum returned to Mortgagor forthwith. If at the time a payment is received by the Mortgagoe there is then due sums of money other than installments of principal and interest such as but not limited to late charges, charges for dishonored checks, advances made by the Mortgagoe pursuant to the provisions hereof and interest thereon, and delinquent mortgage guaranty insurance premiums, then, and no matter how such payment may be designated by the payor or Mortgagor, the Mortgagoe in its absolute discretion may apply such payments to all due items in such order and priority as the Mortgagoe may determine. If the Mortgagoe shall receive payment of a sum of money insufficient to pay in full any item then due, the Mortgagoe at its option may apply the same towards the payment of any item then due or not credit the same against any item until additional funds have been received which will fully pay any item which has then become due; provided all such sums not credited prior to final payment hereof shall be credited against the final payment.
- 13. The Mortgagor has under the other provisions of this Mortgage and does hereby assign to the Mortgagee the rents of the Property, provided that the Mortgagor shall, prior to the acceleration of the mortgage indebtedness as elsewhere herein provided or the abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under the other provisions hereof or the abandonment of the Property, the Mortgagee shall be entitled to take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected shall be applied first to the payment of the costs of management of the Property and collection of the rents including but not limited to attorney's and real estate broker's fees and then to the sum secured by this mortgage. The Mortgagee shall be liable to account only for those rents actually received.

  MNG 1992 16 391 1994 Mortgagean Mortgage Co.

STURN TO: STANLEY H. SPIELER, ATTORNEY 00 BISCAYNE BOULEVARD 200, MIAMI, FL 33137

15. The abstract(s) of title covering the Property shall at all times during the term of this mortgage remain in possession of the Mortgagee and in the event of foreclosure or other transfer of title to the Property all right title and interest of the Mortgagor in and to the abstract(s) shall

pass to the purchaser or grantee.

16. If any installment of principal and interest is not paid to the Mortgagee within ten(10) days after the same becomes due and payable or if each and every of the Mortgagor's promises and covenants set forth in this mortgage and or the Note are not fully and prompily performed, compiled with and abided by the entire sum of principal and interest secured by this mortgage shall at the option of the Mortgagee become due and payable in full at once as if originally stipulated to be paid at such time.

17. If the ownership of the property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor(s)in interestwith reference to this mortgage and the Note in the same manner as with the Mortgagor, without any way discharging the Mortgagor's liability hereunder or upon any debt hereby secured. No sale of the Property and no forebearance on the part of the Mortgagee or extension for the payment of the debt hereby secured shall operate to release, discharge, modify. change or affect the original liability of the Mortgagor either in whole or in part

18. The terms "Mortgagor" and "Mortgagee" wherever used in this instrument shall include the heirs, personal representatives, and assigns of the respective parties, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. The invalidity of any terms or provision set forth herein shall in no way affect the balance of this mortgage and the same shall be

construed as if such invalid term or provision were not included

Name(s) or Mortgagor(s). VINCENT DEL GUIDICE AND MYRNA'S DEL GUIDICE, HIS WIFE

20. County in Florida wherein Property is situate and description thereof LOT 1 BLOCK 4 DRIFTWOOD ESTATES SECTION THREE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT/BOOK 46 PAGE 9

21 Rank or priority of this mortgage

SECOND

22. Original amount of Note \$41,700.00

23. Date Mortgage and Note executed April 15, 1995

Winesses

LAURENCE SCHNEIDER

STATE OF FLORIDA

COUNTY OF Dade

VINCENT DEL GUIDIO

2721 N. 75TH AVE HOLLYWOOD, FL 33024

MYRNAS. DEL GUIDICE

2721 N. 75TH AVE HOLLYWOOD, FL 33024

The foregoing instrument was acknowledged before me the date upon which it was executed by the person(s)identified as Mortgagor(s) in the The foregoing instrument was acknowledged octore me are day upon which is a dentification for Diver License above instrument, who did not take an oath and who presented the following identification for Diver License

My commission expires

11/15/97

Notary Public, State of Florida LAURENCE SCHNEIDER

RETURN TO: Metropolitan Mortgage Co 4700 Biscayne Blvd. Miami, Fl 33137

THIS DOCUMENT PREPARED BY: Speiler & Associates, P.A. 4700 Biscayne Blvd. Mianu, Fl 33137

MMC5004F (6.94) 1994 Metropolitan Mortgage Co.

MMC5004F

### MORTGAGE to SECURE A LOAN for REHABILITATION of PROPERTY

19.95

STAMPS-MTGE DOCU.

T#ØØ1 09:48AM

RECUD. BROWARD CTY B. JACK OSTERHOLT

COUNTY ADMIN.

95-552850

12-15-95

This Mortgage made on or as of the 15th day of November, 1995, between VINCENT DEL. GUIDICE and MYRNA S. DEL GUIDICE, hereinafter called, and if more than one party, jointly and severally hereinafter called "Mortpagor," residing at 2721 N. 75TH AVENUE in the City of Hollywood, County of Broward, and State of Florida, and the City of Hollywood hereinalter called "Mortgagee" acting by and through the Board of City Commissioners and Department of Housing and Urban Development.

WITNESSETH, that to secure the payment of an Indebtedness in the principal amount of FIVE THOUSAND SEVEN HUNDRED AND NO/100------ Dollars (\$5,700.00), with interest If applicable thereon, which shall be payable in accordance with a certain note, bond or obligation is hereinafter called "Note," beating even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A," is annexed hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgages:

ALL that certain lot, piece or parcel of land situate in the City of Hollywood bounded and described as follows:

Lot 1, Block 4, DRIFTWOOD ESTATES SECTION THREE, according to the Plat thereof, as recorded in Plat Book 46. Page 9 of the Public Records of Broward County, Florida.

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto: all building and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, coolding, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner:

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mongagee and are deemed a part of the property montgaged hereby, and the Mongagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquitance therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Montgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof into the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

- 1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Montgage, at the times and in the manner provided in the Note and in this Montgage.
- 2. The Mortgagor will pay when due, as hereinafter provided all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject,
- 3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the HOMEOWNER AND CONTRACTOR AGREEMENT dated 11/15, 1995, to or on the mortgage property, and for such other purpose, if any desctribed or referred to therein, which improvements are hereinalter collectively called "improvements." The Mortgagor shall make or cause to be made all the improvements. If the construction or installation of the improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, look-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen, protect the improvements from depredation or





Injury and to preserve and protect such property. (b) to carry out any or all then existing contracts between the Mortgagor an other parties for the purpose of making any of the Improvements pursuant to the obligations for the purposes of completing the improvements pursuant to the obligations of the Mortgago or hereunder, either in the name of the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagoe as provided in this Paragraph, all of which amounts so paid by the Mortgagoe, with interest thereon from the date of each such payment, at the rate of three percent (3%) per annum, shall be payable by the Mortgagor to the Mortgagoe on demand and shall be secured by this Mortgagoe.

- 4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee, The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.
- 5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.
- 6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the co-insurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in insurance approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage. The Mortgager will pay subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgage and all premiums on such insurance and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee any obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance requir
- (b) In the event of loss or damage to the mortgaged property, the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.
- 7. (a) In order more fully to protect the security of this Mortgage, the Mortgagor shall deposit with the Mortgage together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, and amount of money equal to the total amount of (i) ground rents, if any, next becoming due, (ii) the premiums next becoming due on the policies of fire and all other hazard insurance required by this Mortgage with respect to the mortgaged property, (iii) taxes, assessments, water rates and other governmental charges next becoming due on the mortgaged property (all the foregoing amounts as estimated by the Mortgagee and set forth in a written notice of such estimate by the Mortgagee to the Mortgagor from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before on calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the mortgage under a mortgage or similar instrument having priority over the ilen of this Mortgage, the Mortgagor shall make the deposits required by this mortgage under a mortgage or similar instrument. The Mortgagor shall give prompt Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The Mortgagor shall give prompt notice, in writing, to the Mortgagee in writing, to the Mortgagee of the occurrence of the last mentioned event. All such amounts so deposited with the Mortgagee shall belied by the mortgagee, or any agent designated by it, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the Mortgagee on any so deposited.
- (B) All amounts required to be deposited with the Mortgagee monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgager to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indebtedness of the Mortgagor pursuant to the Note and this Mortgage (to the extent that montes are available from the amount so deposited), in the order, any provision of the Note to the contrary notwithstanding, as follows:

FIRST, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgagee may exclusively determine:

SECOND, to interest due on the Note:

THIRD, to the principal due on the Note; and

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FOURTH, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Mortgagor prior to the due date of the next such deposit payable, constitute an event of default under this Mortgage.

- (c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph 7 (a) hereof, remaining after payment of the amounts described in clauses(i), (ii) and (iii) hereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the Mortgagor shall forthwith pay to the Mortgagoe the amount of such deficiency upon written notice by the Mortgagoe of the amount thereof. Failure to do so before the due date of such amount shall be an event of default under this Mortgago. If the mortgagod property is sold under foreclosure or is otherwise acquired by the Mortgagoe, after default by the Mortgagor, any remaining balance of the accumulations under Paragraph 7 (a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceeding for the mortgagod property, or as of the date the mortgagod property is otherwise so acquired.
- 8. The improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
- 9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment at the rate of three percent (3%) per annum, except any payment for which a different rate of interest is specified herein shall be payable by the Mortgage to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
- 10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgager, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.
- 11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filling of a petition by or against the Mortgagor under the provisions of any State Insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the for the benefit of the Mortgagors creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:
- (a) failure to pay the mount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment.
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance:
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease or other transfer of any kind or nature of them Mortgaged property, or any part thereof, without the prior written consent of the Mortgagee:

The Mortgagee's failure to exercise any of its rights thereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default."

- 12. The Mortgages may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the ilen of this mortgage, to such extent as the Mortgages may exclusively determine, and each amount paid, if any, by the Mortgages to cure any such default shall be paid by the Mortgager to the Mortgages, and the Mortgages shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagoe, surrender possession of the mortgaged property to the Mortgagoe, and the Mortgagoe may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagoe as further security for the payment of the indebtedness secured hereby; and the Mortgagoe may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagoe.

- (b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgages immediately after any such default hereunder, and if the mortgager remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgager shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, and amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rents, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Montgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.
- 14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party flable for the payment of the Note and other indebtedness secured by this Mortgage.
- 15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mall, will furnish promptly a written statement in form satisfactory to the Mortgages, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.
- 16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.
  - 17. Notice and demand or request may be sold in one parcel.
  - 18. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.
- 19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.
- 20. The Mortgagor is lawfully seized of the mortgaged property and has good right, fill power and lawful authority to sell and convey the dame in the manner above provided, and will warrant and defend the same to the Mongagee forever against the lawful claims and demands of any and all parties whatsoever.
- 21. The Mortgagor hereby walves the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
- 22. This Mortgage and all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first winder.

Windert Del Guidice

Windert Del Guidice

Wyrn S. Del Guidice

Wyrn S. Del Guidice

above written.

This instrument prepared by: Anne Ron Community Development Division

"City of Hollywood" Suite 314

2500 Hollywood Boulevard Hollywood, Florida 33020

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY. That on this 15th day of November, A.D., 1995, before me, the under signed authority, personally appeared Vincent and Myrna Del Guidice known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed for the used and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

OFFICIAL NOTARY SEAL ANNE M RON NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC219953

MY COMMISSION EXP. AUG. 21.17

### PROMISSORY NOTE

**Deferred Payment** 

Loan Number: EMERGENCY LOAN

Place:

Hollywood, Florida

**Broward County** 

\$5,700.00

Date: NOVEMBER 15, 1995

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the CITY OF HOLLYWOOD (hereinafter referred to as the "City") acting by and through the City Manager or his assignee, the sum of FIVE THOUSAND SEVEN HUNDRED AND NO/100----- Dollars, principal balance is due and payable upon the sale or transfer of the property

The following fees are payable at closing and not included as part of the loan proceeds: RECORDING FEE of \$24.00, and **DOCUMENTARY STAMPS of \$19.95.** 

This Note includes LOAN PROCEEDS of \$5.700.00.

The undersigned reserve (s) the right to prepay at any time all or any part of this Note without the payment of penalties or premiums. Any payments made on this Note shall be applied first to the interest due on the Note, and then to the principal due.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

If this note is reduced to judgment, such judgment shall bear the lawful interest rate pertaining to liquidated damages.

This Note is secured by a third mortgage, duly filed for record in Public Records of Broward County, State of Florida.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

This instrument prepared by: Community Development Division 2500 Hollywood Boulevard Suite 314

Hollywood, FL 33020

Myma Del Guidice

State of Florida County of Broward

I HEREBY CERTIFY that before me, the undersigned authority, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vincent and Myrna Del Guidice, known to me to be the person(s) described herein, and after being first duly sworn, acknowledged to me that they executed the same.

WITNESS my hand and seal this 15th day of November, 1995.

SECURDED IN THE OFFICIAL PELOPIUS YOUR CH BROWARD COUNTY, FLORIDA

COUNTY ADMINISTRATION

Notary Public, State of Florida

OFFICIAL NOTARY SEAL ANNE M RON

NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC219953 MY COMMISSION EXP. AUG. 21,1996

COMMUNETA DEAEFOLMENL MOS HOLLYWOOD BLAD 1314 HOLLYWOOD PL 33030

## MORTGAGE to SECURE A LOAN for REHABILITATION of PROPERTY

This Mortgage made on or as of the 26th day of February,1996, between VINCENT DEL GUIDICE and MYRNA S. DEL GUIDICE hereinafter called, and if more than one party, jointy and severally hereinafter called "Mortgagor," residing at 2721 N. 75th Avenue in the City of Hollywood, County of Broward, and State of Florida, and the City of Hollywood hereinafter called "Mortgagee" acting by and through the Board of City Commissioners and Department of Housing and Urban Development.

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of ONE THOUSAND FIVE HUNDRED AND NO/100------ Dollars (\$1,500.00), with interest if applicable thereon, which shall be payable in accordance with a certain note, bond or obligation is hereinafter called "Note," bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A," is annexed hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

96-131491 T#005 03-20-96 09:47AM

\$ 5.25 DOCU. STAMPS-MTGE RECVD.BROWARD CTY B.JACK OSTERHOLT COUNTY ADMIN.

BK 24629PG0 162

ALL that certain lot, piece or parcel of land situate in the City of Hollywood bounded and described as follows:

Lot 1, Block 4, DRIFTWOOD ESTATES SECTION THREE, according to the Plat thereof, as recorded in Plat Book 46, Page 9, of the Public Records of Broward County, Florida.

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto: all building and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner:

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquitance therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof into the Mortgagee, its successors and assigns forever for the purposes and uses harein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

- 1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
- The Mortgagor will pay when due, as hereinafter provided all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
- 3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the HOMEOWNER AND CONTRACTOR AGREEMENT dated February 26 1996, to or on the mortgage property, and for such other purpose, if any described or referred to therein, which improvements are hereinafter collectively called "Improvements." The Mortgagor shall make or cause to be made all the improvements. If the construction or

COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BLVD #214 HOLLYWOOD FL 20020





installation of the improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than girlkes, lockouts, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgager, is hereby authorized
(a) to enter upon the mortgaged property and employ any watchmen, protect the improvements from depredation or injury and to preserve and protect such
property. (b) to carry out any or all then existing contracts between the Mortgager an other parties for the purpose of making any of the improvements
pursuant to the obligations for the purposes of completing the improvements pursuant to the obligations of the Mortgage or hereunder, either in the name of the
Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this
Paragraph, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate of three percent (3%) per
annum, shall be payable by the Mortgager to the Mortgagee on demand and shall be secured by this Mortgage.

- 4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee, The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.
- 5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.
- 6. (a) The Mortgagor will keep all buildings, other structures and Improvements, Including equipment, now existing or which may hereafter be erected or Installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the co-insurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, any and all premiums on such insurance and in every case in which payment thereof is not made from the deposite therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.
- (b) In the event of loss or damage to the mortgaged property, the Mortgagee must send immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgager. Each Insurance company Issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgager and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject: and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, alt right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.
- 7. (a) In order more fully to protect the security of this Mortgage, the Mortgager shall deposit with the Mortgagee together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, and amount of money equal to the total amount of (I) ground rents, if any, next becoming due, (ii) the premiums next becoming due on the policies of fire and all other hazard insurance required by this Mortgage with respect to the mortgaged property, (iii) taxes, assessments, water rates and other governmental charges next becoming due on the mortgaged property (all the foregoing amounts as estimated by the Mortgagee and set forth in a written notice of such estimate by the Mortgagee to the Mortgager from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before on calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the mortgager under a mortgage or similar instrument having priority over the lien of this Mortgage, the Mortgagor shall make the deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The Mortgagor shall give prompt notice, in writing, to the Mortgagee in writing, to the Mortgagee of the occurrence of the tast mentioned event. All such amounts so deposited with the Mortgagee shall bied by the mortgagee, or any agent designated by it, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the Mortgagee on any so deposited.
- (B) All amounts required to be deposited with the Mortgagee monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgager to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indebtedness of the Mortgager pursuant to the Note and this Mortgage (to the extent that monles are available from the amount so deposited), in the order, any provision of the Note to the contrary notwithstanding, as follows:
- FIRST, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgagee may exclusively determine:

SECOND, to interest due on the Note:

THIRD, to the principal due on the Note; and

FOURTH, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Mortgagor prior to the due date of the next such deposit payable, constitute an event of default under this Mortgage.

- (c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph 7 (a) hereof, remaining after payment of the amounts described in clauses(i), (ii) and (iii) hereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the Mortgagor shall forthwith pay to the Mortgagoe the amount of such deficiency upon written notice by the Mortgagoe of the amount thereof. Failure to do so before the due date of such amount shall be an event of default under this Mortgago. If the mortgagod property is sold under foreclosure or is otherwise acquired by the Mortgagoe, after default by the Mortgagor, any remaining balance of the accumulations under Paragraph 7 (a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceeding for the mortgagod property, or as of the date the mortgagod property is otherwise so acquired.
- 8. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.
- 9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment at the rate of three percent (3%) per annum, except any payment for which a different rate of interest is specified herein shall be payable by the Mortgager to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
- 10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgager, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.
- 11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagoe pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filling of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the for the benefit of the Mortgagors creditors. The Mortgagoe is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:
- (a) Failure to pay the mount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment.
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance:
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease or other transfer of any kind or nature of them Mortgaged property, or any part thereof, without the prior written consent of the Mortgagee:

The Mortgagee's failure to exercise any of its rights thereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default."

- 12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgager to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagoe, surrender possession of the mortgagod property to the Mortgagoe, and the Mortgagoe may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagoe as further security for the payment of the Indebtedness secured hereby: and the Mortgagoe may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagoe.
- (b) in the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, and amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable

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in connection with the mortgaged property during such year, and upon the fallure of the Mortgagor to pay such monthly rents, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any sught default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

- 14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
- 15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.
- 16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagoe of any fire, damage or other casualty affecting the mortgagod property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.
  - 17. Notice and demand or request may be sold in one parcel.
  - 18. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.
- 19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.
- 20. The Mortgagor is lawfully seized of the mortgaged property and has good right, fill power and lawful authority to sell and convey the dame in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
- 21. The Mortgagor hereby walves the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
- 22. This Mortgage and all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Vincent Del Guidice

Myrne S. Del Guidice

This Instrument prepared by: Anne Ron Community Development Division "City of Hollywood" Suite 314 2500 Hollywood Boulevard Hollywood, Florida 33020

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY, That on this 26th day of February, 1996, A.D., before me, the under signed authority, personally appeared Vincent Dei Guidice and his wife, Myrna S. Dei Guidice known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed for the used and purposes therein mentioned.

WITNESS my hand and official seal the date aforesald.

Notary Public

OFFICIAL NOTARY SEAL ANNE M RON NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC219953 MY COMMISSION EXP. AUG. 21,1996

### PROMISSORY NOTE

**Deferred Payment** 

Loan Number: EMERGENCY

Place: Hollywood, Florida

**Broward County** 

\$1,500.00

Date: FEBRUARY 26, 1996

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the CITY OF HOLLYWOOD (hereinafter referred to as the "City") acting by and through the City Manager or his assignee, the sum of ONE THOUSAND FIVE HUNDRED AND NO/100----- Dollars, (\$1,500.00) principal balance is due and payable upon the sale or transfer of the property

The following fees are payable at closing and not included as part of the loan proceeds: RECORDING FEE of \$24.00, and DOCUMENTARY STAMPS of \$5.25.

This Note includes LOAN PROCEEDS of \$1,500.00.

The undersigned reserve (s) the right to prepay at any time all or any part of this Note without the payment of penalties or premiums. Any payments made on this Note shall be applied first to the interest due on the Note, and then to the principal due.

If suit is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

If this note is reduced to judgment, such judgment shall bear the lawful interest rate pertaining to liquidated damages.

This Note is secured by a THIRD mortgage, duly filed for record in Public Records of Broward County, State of Florida.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extents authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

This instrument prepared by: Community Development Division 2500 Hollywood Boulevard Suite 314 Hollywood, FL 33020

IMMO A N

mund pol

Myrna S. Del Guidice

State of Florida

County of Broward ) ss

I HEREBY CERTIFY that before me, the undersigned authority, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vincent and Myrna Del Guidice, known to me to be the person(s) described herein, and after being first duly swom, acknowledged to me that they executed the same.

WITNESS my hand and seal this 26 day of Feb., 19 96.

Notary Public, State of Florida

RECORDED IN THE OFFICIAL RECORDS BOD OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

OFFICIAL NOTARY SEAL
ANNE M RON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC219933

MY COMMISSION EXP. AUG. 21,1976

COMMUNITY DEVELOPMENT SEE HOLLYWOOD BLVD 8514 HOLLYWOOD FL 33636

(Rev.02//95)

RSF-8.16(D)5

CFN # 103183984, OR BK 35757 Page 255, Page 1 of 1, Recorded 08/06/2003 at 08:13 AM, Broward County Commission, Deputy Clerk 3090

> Prepared by: Morgan Keegan Mortgage Company, Inc. 1100 Ridgeway Loop Road, Suite 550 Memphis, TN 38120 901-374-7846 When Recorded Return to:

When Recorded Mail to: T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705 2325355 ASI

(Space above this line for recorder's use) ASSIGNMENT OF MORTGAGE OR DEED OF TRUST Loan: 1725928

Original Mortgage Amount: \$56,235.00

FOR VALUE RECEIVED, the undersigned, as Beneficiary,  $\mathbf{MORGAN}$   $\mathbf{KEEGAN}$   $\mathbf{MORTGAGE}$ COMPANY, INC., 1100 Ridgeway Loop Road, Suite 550, Memphis, Tennessee 38120 ("Assignor"). hereby grants, conveys, assigns and transfers, to:

CHRISTIANA BANK & TRUST COMPANY, as Owner Trustee for Security National Funding Trust

	18
("Assignee") all beneficial interest under that certain Mortgage/Deed of Trust dated Ma	rch <del>31,</del> 1997
recorded in Book 262! beginning on Page 0278 and/or as Instrument #9	7-159415on
3/24/97 of official records in the Recorder's office of County of Broward, State of	Florida, executed
by;	
Vincent My Delguidice	

erty known by address as: 2721 N 75 Aveue, Hollywood, Florida 33024 Securin PIN.

The legal description of said property is as described in the Mortgage or Deed of Trust referred to herein Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage or Deed of Trust, this 17th day of June, 2003.

MORGAN KEEGAN MORTGAGE COMPANY, INC.

Name: R. Andrew Gaia Title: First Vice-President State of Tennessee County of Shelby

On June 17, 2003, before me, a Notary Public in and for the aforesaid State and County, personally appeared R. Andrew Gaia, First Vice President of the Assignor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who by me being duly sworn, did say that he is the First Vice-President of Assignor, and who acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the free act and deed of the said Assignor.

> NOTARY **PUBLIC**

WITNESS my hand and official seal. Dev ATSI SELADA

Brenda J DeVauglan Notary Public My commission expires: July 29, 2003

1101989

CFN # 103678449, OR BK 36807 Page 576, Page 1 of 1, Recorded 01/26/2004 at 01:08 PM, Broward County Commission, Deputy Clerk 2120

RECORDING REQUESTED
AND PREPARED BY:
T.D. Service Company
1820 E. First St., Suite 300
Santa Ana, CA 92705
(714) 543-8372
DENISE P. DENNIS

And When Recorded Mail To: T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705

MERS MIN#: 1000305-0000161989-0

PHONE#: (888) 679-6377 Customer#: 574 Service#: 2325355AS2

Loan#: 161989



ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, CHRISTIANA BANK & TRUST CO, C/O SN SERVICING CORPORATION 323 FIFTH ST EUREKA CA 95501-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., PO BOX 2026 FLINT MI 48501-2026. The described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$56,235.00 is recorded in the State of FLORIDA, County of BROWARD Official Records, dated MARCH 18, 1997 and recorded on MARCH 28, 1997, as Instrument No. 97-159415, in Book No. 26211, at Page No. 0278.

Original Mortgagor: VINCENT DEL GUIDICE AND MYRNA S. DEL GUIDICB. Original Mortgagee: METROPOLITAN MORTGAGE COMPANY.

Date: 1-15-2004

CHRISTIANA BANK & TRUST COMPANY AS OWNER TRUSTEE FOR SECURITY NATIONAL FUNDING TRUST

By:
Craig Davenport, Assistant Secretary
WITNESS:

(Name): L. Marshall

State of <u>CALIFORNIA</u> County of <u>ORANGE</u> ss.

D. Dennis

NANCY A. VAN VOOREN Z COMM. # 1359737 NOTARY PUBLIC-CALIFORNIA Q

ORANGE COUNTY COMM. EXP. JULY 3, 2006

On /-/S-losy , before me, Nancy A. Van Vooren, personally appeared Craig Davenport, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal.

(Notary Name): Nancy A. Van Vooren

197.05 DOCU. STAMPS-MTGE

112.47 INTANGIBLE TAX

RECVD. BROWARD CNTY B. JACK OSTERHOLT

8K26211PG027

COUNTY ADMIN.

MORTGAGE made the day below set forth between the Mortgagor below named and the Mortgagoe, METROPOLITAN MORTGAGE CO., a Florida corporation, a licensed mortgage lender under Chapter 494, Florida Statutes. WHEREAS, the Mortgagor is indebted to the Mortgagee as evidenced by a certain mortgage note (Note) of even date from the Mortgagor to Mortgagee as described below.

To secure to the Mortgagee the performance by the Mortgagor of all his agreements as set forth in this Mortgage and the Note, the repayment of the indebtedness evidenced by the Note, interest thereon, sums advanced by the Mortgagee in accordance with the provisions of this Mortgage to protect the lien and security thereof, and interest thereon, the Mortgagor does hereby mortgage, grant and convey to the Mortgagee the real property described below, together with (a) all easements, rights, tenements, hereditaments, rents, issaues and profits appurentant thereto; (b) all buildings, structures and improvements now or hereinafter located thereon; (c) all components thereof including pipes, plumbing fixtures and equipment, electrical conduit and wiring and fixtures, heating and cooling and air conditioning equipment and fixtures, sprinkling and irrigation equipment and fixtures, mechanical equipment, pumps, fences and awnings; (d) range, oven, refrigerator, dishwasher, washing machine, dryer, appliances, floor coverings and carpeting situated thereon or therein; and (e) all replacements and additions to the property described in (b), (c) and (d) above; provided, however, that no security interest is imposed upon after acquired customer goods as defined by the Florida Uniform Commercial Code. To have and to hold the same unto the Mortgagee, its successors and assigns in fee simple. All of the foregoing are herein collectively referred to as the "Property".

The Mortgagor covenants that he is lawfully seized of the estate hereby conveyed and he has the right to mortgage, grant and convey the Property against all claims and demands.

And the Mortgagor coven

And the Mortgagor covenants and agrees as follows:

1. To promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and prepayment and late charges

as provided therein.

2. To pay all taxes, assessments, charges, fines and other impositions of governmental authority against the Property within sixty (60) days of when due or sixty (60) days prior to the same becoming delinquent, whichever may first occur. No later than March 31 of each year (or if such March 31 is a Saturday, Sunday or legal holiday, then the next preceding day which is not) the Mortgagor, without demand by the Mortgage shall furnish to the Mortgage a true copy of the prior year's ad valorem tax bill together with receipt for payment thereof.

3. If it is noted below that this is a second or other subordinate ranked mortgage, then to promptly pay when due principal and interest owing under mortgage(s) of higher priority ("Prior Mortgage(s)"), to promptly pay to the holder(s) of Prior Mortgage(s) sums due on account of taxes and insurance premiums as may be provided for under the provisions of the Prior Mortgage(s), and to otherwise fully, promptly and completely keep and perform all of the promises and covenants of the Mortgagors under Prior Mortgage(s) and the promissory note(s) secured thereby; all of the foregoing without regard to any waivers, extensions or indulgences granted by the holder(s) of Prior Mortgage(s) unless with the prior consent of the Mortgagee. Until this mortgage is paid in full, Mortgagor hereby authorizes the holder or servicer of this mortgage to inquire as to delinquency, default, foreclosure, the unpaid balance and any other information regarding the status of any mortgage or other encumbrance with a lien which has or could have priority over this mortgage, and requests that the holder(s) of Prior Mortgage(s) promptly respond to any information request made by the holder or servicer hereunder.

inquire as to delinquency, default, foreclosure, the unpaid balance and any other information regarding the status of any mortgage or other encumbrance with a lien which has or could have priority over this mortgage, and requests that the holder(s) of Prior Mortgage(s) promptly respond to any information request made by the holder or servicer hereunder.

The Mortgagee, as a matter of absolute right and without independent verification or approval by the Mortgagor and despite Mortgagor's denial, may accept as true and rely upon any written or oral statement furnished to the Mortgagee by a prior Mortgagee as to the status of such Prior Mortgage and delinquen, if any, thereunder.

4. To keep in force mortgage guarantee insurance written by a company or companies approved by the Mortgagee, which approval shall not be unreasonably withheld, with regard to this mortgage and the Note insuring against risks described in F.S. 635.011 (a) and to promptly pay the monthly premiums therefor which will come due simultaneously with the dates of installments under the Note.

5. Not to apply to, request of, receive or accept from any holder of any Prior Mortgage any money. funds or things of value which would, might or could be considered as an advance secured by the lien of such Prior Mortgage any money. funds or things of value which buildings on the Property or any such structural alterations to existing buildings without the Mortagee's prior written consent; to comply with all subdivision restrictions and zoning and other regulatory laws and ordinanances affecting the Property. If the Property is a condominium unit, the Mortgagor shall promptly and completely perform all of his obligations under the declaration of condominium and the condominium association's articles of incorporation, by-laws and right and repulsions and inter the declaration of condominium and the condominium development including the homeowner's association's or its equivalent affects and by-laws and shall promptly pay all assessments or charges of every

priority over this mortgage, and requests that the holder(s) of such information promptly respond to any request made by the holder or servicer hereunder.

7. To keep all the Property insured as may be required from time to time by the Mortgagee against loss by fire, windstorm, hazards, casualities and contingencies for not less than such amounts as may be reasonably required by the Mortgagee and to pay promptly when due all premiums for such insurance. Such insurance must be written for a term of at least six(6) months and premiums thereunder shall be payable only in lump sum in advance and not in installments nor may such premium be financed. The Mortgagor agrees to the deliver renewal or replacement policies or certificates therefor to Mortgagee at least fifteen(15) days prior to the expiration or anniversary date of the existing policies and proof of payment of the premium therefor. The amounts of insurance required by the Mortgagee shall be minimum amounts for which said insurance shall be written and shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with co-insurance requirements contained in said policies to the end that the Mortgagor is not a co-insurer thereunder. Insurance may be written by a company or companies approved by the Mortgagee (which approval shall not be unreasonably withheld) and all policies and renewals shall be held by the Mortgagee unless in the pessession of a holder of a Prior Mortgage. If the Property is subject to specific flood hazards as determined by the National Flood insurance Act, the Mortgagor shall keep in force flood insurance in the maximum amount available, promptly pay the premiums therefor, and furnish copies of such insurance (or the original thereof if this is a first mortgage), designating the Mortgagee such together with proof of payment of premiums thereon, to the Mortgagor and Mortgagee relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this mor virtue of this mortgage

The state of the s

In the event of loss or physical damage to the Property the Mortagor shall give immediate notice thereof by mail to the Mortagee and the Mortgagee may make proof of loss if the same is not promptly made by the Mortgagor. In the event of foreclosure of this mortgage or other transfer of title to the Property all right, title and interest of the Mortgagor in and to the insurance policies shall pass to the purchaser or grantee.

8. If the Mortgagor fails to perform his covenants and agreements contained in this mortgage, or if the Mortgagor fails to perform any duty or obligation arising under a Prior Mortgage (including the payment of principal and/or interest deposits on account of taxes and insurnance premiums and late charges even though the holder of the Prior Mortgage has made no demand thereunder and has not threatened any action in connection with the same), or if any action or proceeding is commenced which materially affects the Mortgagee's interests in the Property, including but not limited to eminent domain or code enforcement or arrangements involving a bankrupt or decedent, or if there is an apparent abandonment of the Property, then the Mortgagee at its option may pay to the holder of a Prior Mortgage all or parts of the sums necessary to bring the Prior Mortgage current, may make appearances, may enter upon and secure the Property, may disburse such other sums (including but not limited to the payment of insurance premiums and taxes), and may take such other action as the Mortgagee reasonably deems necessary or advisable to protect its interest in the Property, all without regard to the value of the Property. Any amounts disbursed by the Mortgagee pursuant to the provisions of this paragraph, together with interest thereon at the rate of 18.00 per cent annum shall become additional indebtedness of the Mortgagor secured by this mortgage. If the Property is abandoned or appears to be so, the Mortgagee shall have the right (notwithstanding the then present existence of other property insurance) to obtain and pay premiums for the property insurance written on the basis that the Property is vacant and has been abandoned. Further, with regard to property and/or flood insurnace, if the Mortgagor shall fail to timely provide policies and proof of payment therefor in the manner and as required in paragraph 7, the Mortgagee shall be absolutely entitled to deem such insurance is not in force and may place the same and pay the premiums therefor and the Mortgagor shall be liable for such insurance premiums paid by the Mortgagee and interest thereon notwithstanding that other insurance was in effect. In all cases where the Mortgagee shall be entitled to place insurance upon the Property, it may in its sole and absolute discretion insure only its interests and not those of the Mortgagor and in such amounts as may cover all or some of the mortgage indehtedness. Unless the Mortgagor and the Mortgagee agree in writing to some other terms of payment, such amounts shall be payable immediately. Nothing in this paragraph shall require the Mortgagee to incur any expense, make any disbursement or take any action whatever.

9. All proceeds of any award or claim for damages direct or consequential in connection with any condemnation of any other taking by eminent domain of the Property or any part thereof, or for conveyance in lieu of condemnation or eminent domain are hereby assigned and shall be paid to the Mortgagee. All proceeds of eminent domain shall first be applied to the Mortgagee's attorney's fee, costs, charges and expenses (as provided in paragraph 11), next to the payment of all sums then due under the Note or secured by this Mortgage other than regular installments of principal and interest, next to the payment of accrued interest on the principal sum and lastly to the reduction of the principal balance without prepayment penalty. No proceeds shall be applied on account of installments and the application of proceeds from the eminent domain (unless the same shall pay the indebtedness in full) shall not relieve the Mortgagor of the obligation to pay all past due and future installments of principal and interest nor shall the amount of each installment be reduced - only the effects of such prepayment being the reduction of debt and the number

of installments remaining owing.

10. Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges or the payment of sums under a Prior Mortgage by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this

mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11. The Mortgagor promises to pay to the Mortgagee and this Mortgage secures the payment of each of the following; (a) all court costs, charges and expenses, including but not limited to photocopies, long distance telephone charges, abstract or title search and attorney's fees whether or not litigation occurs and if it does then those on an appellate and trial level, reasonably incurred or paid by the Mortgagee because of Mortgagor's default under any of the provisions of this Mortgage or the Note or in connection with any claims or actions which might or could affect the lien or priority of this Mortgage, and/or the validity or enforceability of each and every provision of the Mortgage and the Note and/or the payment and collectability of the same and/or any aspects of the transaction which are the basis of this Mortgage and the Note. Without limitation, the foregoing applies to bankruptcies, proceedings in eminent domain or in lieu thereof, seizures or foreclosures asserted by governmental authority, declaratory judgement actions, quiet title, partition, and decedent estate and guardianship procedures. The fact that claims in litigation asserted against the Mortgagee are without merit shall in no way relieve the Mortgagor of his obligations to pay the Mortgagee its court costs, charges and expenses, including attorney's fees, in connection therewith; (b) Late charges accruing under the Note and mortgage guaranty insurance premiums as set forth in the Note; (c) \$50 for each advance made by the Mortgagee (other than the Mortgagee's attorneys' fees and court costs) to protect and conserve the mortgage security including but not limited to the payment of taxes, governmental assessments charges and fines, condominium or homeowners' association assessments, property and flood insurnace premiums, indebtedness owing to Prior Mortgagees and the securing of property in case of Morigagor's real or apparent abandonement of the property; (d) Appraisal fees incurred in connection with bankruptcies or in anticipation or in connection with the foreclosure of this Mortgage; (e) Assessments against the Mortgagee or its servicing agent imposed by the United States Internal Revenue Service for failure to properly report Mortgagor's interest expense if such failure was the result of inaccurate or incomplete information furnished by the Mortgagor: (f) Mortgagee's actual cost with regard to the postage or delivery of notices of demands for payment in the event of Mortgagor's default; (g) In the event of dishonor of any checks tendered in connection with payments, then all fees and charges permitted under Florida law; and (h) If payment of any money secured by this Mortgage is more than 30 days past due and the Mortgagee in its absolute discretion determines that it is advisable to personally visit the Mortgagor to attempt collection or to examine the property to determine whether it has been abandoned, \$15.00 for each visit; and (i) such additional servicing fees and charges as may from time to time be authorized to servicing managers by the Department of Housing and Urban Development in conjunction with single family mortgage loans after endoresment.

12. In no event shall the amount of interest due or payment in the nature of interest applicable to the loan secured by this mortgage exceed the maximum rate allowed under presently existing applicable law. In the event any payment in excess thereof is made by the Mortgagor or received by the Mortgagee, then such excess sum shall be credited as a payment to principal unless the Mortgagor shall notify the Mortgagee in writing that the Mortgagor elects to have such sum returned to Mortgagor forthwith. If at the time a payment is received by the Mortgagee there is then due sums of money other than installments of principal and interest such as but not limited to late charges, charges for dishonored checks, advances made by the Mortgagee pursuant to the provisions hereof and interest thereon, and delinquent mortgage guarantee insurance premiums, then, and no matter how such payment may be designated by the payor or Mortgagor, the Mortgagee in its absolute discretion amy apply such payments to all due items in such order and priority as the Mortgagee may determine. If the Mortgagee shall receive payment of a sum of money insufficient to pay in full any item then due, the Mortgagee at its option may apply the same towards the payment of any item then due or not credit the same against any item until additional funds have been received which will fully pay any item which has become due; provided all

such sums not credited prior to final payment hereof shall be credited against the final payment.

13. The Mortgagor has under the other provisions of this Mortgage and does hereby assign to the Mortgagee the rents of the Property, provided that the Morigagor shall, prior to the acceleration of the mortgage indebtedness as elsewhere herein provided or the abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under the other provisions hereof or the abandonement of the Property, the Mortgagee shall be entitled to take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected shall be applied first to the payment of the costs of management of the Property and collection of rents including but not limited to attorney's and real estate broker's fees then to the sum secured by this mortgage. The Mortgagee shall be liable to account only for those rents actually received.

> Prepared By: Gregg Spieler 4700 Biscayne Blvd. Miami, Fl 33137

THE REPORT OF MANAGES TO SHARE THE PARTY OF

14. In the event suit is instituted to foreclose this mortgage the Mortgagee shall be entitled at any time pending such foreclosure to apply to the court having jurisdiction thereof for the appointment of a receiver of the Property and all of the rents, incomes, profits, issues and revenues thereof from whatever source derived and the court shall forthwith appoint such receiver with the usual duties and powers of receivers in like cases and said appointments shall be made as a matter of strict right to the Mortgagee and without reference to the adequacy of the value of the Property or the solvency of the Mortgagor or any other party to such suit. The Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee.

15. The abstract(s)of title covering the Property shall at all times during the term of this mortgage remain in possession of the Mortgagee and in the event of foreclosure or other transfer of title to the Property, all right title and interest of the Morigagor in and to the abstract(s) shall

16. If any installment of principal and interest is not paid to the Mortgagee within ten(10) days after the same becomes due and payable pass to the purchaser or grantee. or if each and every of the Mortgagor's promises and covenants set forth in this mortgage and/or the Note are not fully and promptly performed, complied with and abided by, the entire sum of principal and interest secured by this mortgage shall at the option of the Mortgagee become due and payable in full at once as if originally stipulated to be paid at such time.

17. If the ownership of the property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor(s)in interestwith reference to this mortgage and the Note in the same manner as with the Mortgagor, without any way discharging the Mortgagor's liability hereunder or upon any debt hereby secured. No sale of the Property and no forebearance on the part of the Mortgagee or extension for the payment of the debt hereby secured shall operate to release, discharge, modify,

change or affect the original liability of the Mortgagor either in whole or in part.

18. The terms "Mortgagor" and "Mortgagee" wherever used in this instrument shall include the heirs, personal representatives, and assigns of the respective parties; the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. The invalidity of any terms or provision set forth herein shall in no way affect the balance of this mortgage and the same shall be construed as if such invalid term or provision were not included.

- 19. Name(s) or Mortgagor(s): VINCENT DEL GUIDICE AND MYRNA S. DEL GUIDICE, HIS WIFE
- 20. County in Florida wherein Property is situate and description thereof: LOT 1 BLOCK 4 DRIFTWOOD ESTATES SECTION THREE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT/BOOK 46 PAGE 9
- 21. Rank or priority of this mortgage:

- 22. Original amount of Note: \$56,235.00
- 23. Date Mortgage and Note executed: March 18, 1997

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

STATE OF FLORIDA COUNTY OF

VINCENT DEL GUIDIO

2721 N 75 AVE HOLLYWOOD, FL 33024

<u>. B.</u>

(SEAL) MYRNA'S. DEL GUIDICE

2721 N 75 AVE HOLLYWOOD, FL 33024

The foregoing instrument was acknowledged before me the date upon which it was executed by the person(s)identified as Mortgagor(s) in the above instrument, who did not take an oath and who presented the following identification: FLA DIVERS UCENSES

My commission expires:

02/14/98

LESLIE SHIPP-DEJPSUS NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC348222 MY COMMISSION EXP. FEB. 14,1998

Notary Public, Spate of Florid LESLIE SHIPP-DEJESUS

RETURN TO: Metropolitan Mortgage Co. 4700 Biscayne Blvd. Miami, Fl 33137

THIS DOCUMENT PREPARED BY: Speiler & Associates, P.A. 4700 Biscayne Blvd. Miami, Fl 33137



December 20, 2015

Parcels

Parcels

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

**DATE: March 1, 2016** 

PROPERTY ID # 514103-06-0310 (TD #34538)

### WARNING

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY **AT 2721 N 75 AVENUE HOLLYWOOD FL 33024** 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. <u>IF YOU DO NOT OWN OR HAVE LEGAL</u> INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

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

AMOUNT NECESSARY TO REDEEM: (See amount below)

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

- \* Amount due if paid by March 31, 2016 ......\$ 27,530.41 Or
- \* Amount due if paid by April 12, 2016 ......\$ 27,845.87

\*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 <u>APRIL 13, 2016</u> 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

חת		U.S. Postal S CERTIFIE (Domestic Mail C	MAIL	n RE	CEIPT Coverage Provided)
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1	7	or PO Box No.			ITE 314
		City, State, ZIP+		HULLYWO	OOD, FL 33020
		PS Form 3800, August 2	006		See Reverse for Instructions

0417		MAIL <sub>IM</sub> REC	CEIPT Coverage Provided)
古	For delivery informa	ation visit our website	at www.usps.com®
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0007	Return Receipt Fee (Endorsement Required) Restricted Delivery Fee		Postmark Here
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	Sent To	PO BOX 84	0020
7010	Street, Apt. or PO Box I City, State,	PEMBROKE PINE	S FL 33084
	PS Form 3800. August 2	006	See Reverse for Instructions

44	U.S. Postal Service of CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
0001 0529 039	For delivery information visit our website at www.usps.com  OFFICIAL USE  Postage \$  Certified Fee    Return Receipt Fee (Endorsement Required)
7010 1060	Restricted Pate (Endorsem TD 34538 APRIL 2016 WARNING DEL GUIDICE, VINCENT PO BOX 848513  Sent To PO BOX N  City, State, ZIP+4  PS Form 3800, August 2006  See Reverse for Instructions

87	U.S. Postal Service macERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
03	For delivery information visit our website at www.usps.com
<u></u>	OFFICIAL USE
0.52	Postage \$
0007	Certified Fee  Return Receipt Fee (Endorsement Required)  Postmark Here
1060	Restricte (Endorsen TD 34538 APRIL 2016 WARNING DEL GUIDICE, MYRNA
믕	Total Po 2721 N 75 AVENUE
	Sent To HOLLYWOOD FL 33024
סנטל	Street, Apt or PO Box , City, State, ZIP+4
	PS Form 3800, August 2006 See Reverse for Instructions

밀	U.S. Postal Service TM CERTIFIED MAIL TM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
<u>B</u>	For delivery information visit our website at www.usps.com
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	Restricted Delivery Fee (Endorsement Personal Pe
1060	TD 34538 APRIL 2016 WARNING
F	Total Pos         DEL GUIDICE, VINCENT           Sent To         2721 N 75 AVENUE
	Sent To 2721 N 75 AVENUE HOLLYWOOD FL 33024
7010	Street, Apt. or PO Box I
1~	City, State, 2
	PS Form 3800. August 2006 See Reverse for Instructions

	U.S. Postal Service To CERTIFIED MAIL TO RECEIPT
E B	(Domestic Mail Only; No Insurance Coverage Provided)
m	For delivery information visit our website at www.usps.com
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	OFFICIAL OSE
52	Postage \$
	Certified Fee
H	Postmark
0007	Return Receipt Fee (Endorsement Required)
	Restricted Delivery Fee
_	(Endorser TD 34538 APRIL 2016 WARNING
1060	
	Total Pc KING, ROSETA C
	7481 FARRAGUT ST
	HOLLYWOOD FL 33024-2715
7010	Street, Ap
7	or PO Box
	City, State, ZIP+4
	PS Form 3800, August 2006 See Reverse for Instructions

56	U.S. Postal Service (III) CERTIFIED MAIL (III) (Domestic Mail Only; No Insurance Coverage Provided)	
9 03	For delivery information visit our website at www.usps.com	
052	Postage \$ Certified Fee	_
0001	Return Receipt Fee (Endorsement Required) Postmark	
1060	Restricted Delivery Fee (Endorsement Required)  TD 34538 APRIL 2016 WARNING	
	MORGAN KEEGAN MORTGAGE  Sent To COMPANY, INC. —  1100 RIDGEWAY LOOP ROAD - SUITE 550	7
7010	Street, Apt. or PO Box MEMPHIS TENNESSEE 38120  City, State,	
	PS Form 3800. August 2006 See Reverse for Instructions	s

49	U.S. Postal Service III. CERTIFIED MAIL III. RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
180	For delivery information visit our website at www.usps.com@		
-	OFFICIAL USE		
0.52	Postage \$ Certified Fee		
1000	Return Receipt Fee (Endorsement Required) Postmark Here		
7010 1060 0	Restricted Dalivery Fee (Endorse TD 34538 APRIL 2016 WARNING Total F CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BOULEVARD - SUITE 314 or PO   HOLLYWOOD, FL 33020		
	PS Form 3800, August 2006 See Reverse for Instructions		

32	THE WAR TO STATE OF LAND	D MAIL <sub>IM</sub> RE	CEIPT Coverage Provided)	
29 03	For delivery inform	ation visit our websit	L USE	
0001 055	Postage Certified Fee Return Receipt Fee (Endorsement Required)	\$	Postmark Here	
7010 1060	Restricted D (Endorsemen'  Total Posta  Sent To  Street, Apt. I or PO Box N.  City, State, ZIP+4	CHRISTIANA BANK 8 OWNER TRUSTEE ASSIGI		
	PS Form 3800 August 2	2006	See Boverse for Instruct	ione

1.8	U.S. Postal S CERTIFIE (Domestic Mail C	MAIL	n RE		rovided)	
E	For delivery inform	ation visit ou	r website	at www.usps	s.com <sub>0</sub>	
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	Restricted C (Endorsemer			016 WARNIN		
3				INVESTMEN		
106	Total Posts			RL ASSIGNEE	OF	
	Sent To		CORALL	ON CENTER		
吕		-		60677-8005		
7010	Street, Apt. N or PO Box No					
1-	City, State, ZIP+4	••••••	***********			
	PS Form 3800. August 2	006	odust i	See Reverse	for Instruction	ne

0.7	U.S. Postal Service TED CERTIFIED MAIL TERECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
0307	For delivery information visit our website at www.usps.com
	OFFICIAL USE
250 1000	Postage \$  Certified Fee   Postmark    Return Receipt Fee (Endorsement Required)    Re
7010 1060	Re
	PS Form 3800. August 2006 See Reverse for Instructions

95	U.S. Postal Service TM CERTIFIED MAIL TM RECEIPT (Domestic Mail Only; No Insurance Coverage Providence)	ded)
H	For delivery information visit our website at www.usps.com	n <sub>®</sub>
6	OFFICIAL US	
052	Postage \$	
0001	Certified Fee  Return Receipt Fee (Endorsement Required)  Postmari Here	k
1060	TD 34538 APRIL 2016 WARNING MAYEN,LORENA M H/E	
7010	Street, A or PO B.	
	City, State, ZIP+4 PS Form 3800. August 2006 See Reverse for I	nstructions

88		Service m  D MAIL m RE  Only; No Insurance (	
L'H	For delivery inform	ation visit our website	at www.usps.com®
	OFF	CIAL	USE
052	Postage	\$	
0007	Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)		Postmark Here
1060	Total Po:	TD 34538 APRIL 20 METROPOLITAN M	ORTGAGE CO.
7010	Sent To  Street, Apt. or PO Box I  City, State, a	4700 BISCAYNE MIAMI, FL	BLVD #200
	PS Form 3800. August 2	006	See Reverse for Instructions

7.7	U.S. Postal Service III CERTIFIED MAILIII RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
-1	For delivery information visit our website at www.usps.com
-	OFFICIAL USE
152	Postage \$
	Certified Fee
000	Return Receipt Fee (Endorsement Required) Postmark Here
	Restricted Delivery Fee (Endorsement Required)
106	Total Postage  Total Postage  TD 34538 APRIL 2016 WARNING  METROPOLITAN MORTGAGE CO.  METROPOLITAN MORTGAGE CO.
7010	Street, Apt. No.; or PO Box No.
	City, State, ZIP+4
	PS Form 3800. August 2006 See Reverse for Instructions

64	U.S. Postal Service (1) CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
20	For delivery information visit our website at www.usps.com
-	OFFICIAL USE
0.52	Postage \$ Certified Fee
0001	Return Receipt Fee (Endorsement Required)  Postmark Here
	Restricted Delivery Fee (Endorsement Required)  Total  TD 34538 APRIL 2016 WARNING
1060	TD 34538 APRIL 2000 CITY OF HOLLYWOOD
	Sent To P.O. BOX 229045 P.O. BOX 229045
7010	Sent To P.O. BOX 223043  P.O. BOX 223043  HOLLYWOOD, FL 33022-9045
	City, State, PS Form 3800, August 2006 See Reverse for Instructions

52		O MAIL™ RE	CEIPT Coverage Provided)
ги	For delivery information	ation visit our websit	e at www.usps.com®
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-7	Certified Fee		Postmark
	Return Receipt Fee (Endorsement Required)		Here
1000	, ,		
	Restricted Delivory Con (Endorsem	TD 34538 APRIL 2	016 WARNING
1060		CITY OF HO	LLYWOOD
	Total Pos	COMMUNITY D	EVELOPMENT
	Sent To	2600 HOLLYWOO	
<b>-</b>	Ocini 10	ROOM	
7010	Street, Apt.	HOLLYWOOD	o, FL 33020
~	or PO Box I		
	City, State, ZIP+4		
	PS Form 3800. August 2	006	See Reverse for Instructions

무	U.S. Postal Service TIM CERTIFIED MAILTM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
김	For delivery information visit our website at www.usps.com	
-	OFFICIAL USE	7
0.52	Postage \$	
	Certified Fee	
000	Return Receipt Fee Postmark Endorsement Required) Here	
	Restricted Deli' Endorsement R  TD 34538 APRIL 2016 WARNING	
1060	Total Postage CITY OF HOLLYWOOD, FLORIDA 2500 HOLLYWOOD BOULEVARD	
r	HOLLYWOOD, FLORIDA 33020	1
7010	Street, Apt. No.; or PO Box No. City, State, ZIP-4	
	S Form 3800. August 2006 See Reverse for Instructions	

EE	U.S. Postal Service TERTIFIED MAIL TERESTIPT (Domestic Mail Only; No Insurance Coverage Provided)
	For delivery information visit our website at www.usps.com
-	OFFICIAL USE
0.52	Postage \$
7010 1060 0001	Certified Fee Return Receipt Fee (Endorsement Required) Restricted For (Endorseme TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD Total Post TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD FL 33020 Street, Apt. Nor PO Box Nc. City, State, ZIP+4
	PS Form 3800. August 2006 See Reverse for Instructions

31		Service in  D MAIL in RE(  Dnly; No Insurance C	
吉	For delivery inform	ation visit our website	at www.usps.com
	OFF	- I G I A L	USE
7010 1060 0001 0107	Street, Ap or PO Box City, State	STD 34538 APRIL 2016 SN SERVICING 323 5TH S EUREKA, CA S	CORP T
1123000	PS Form 3800. August 26	006	See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
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.  Article Addressed to:	A. Signature  Agent  Addressee  B. Received by Printed Name)  C. Date of Delivery
TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BOULEVARD ROOM 203 HOLLYWOOD, FL 33020	D. Is delivery address different from item 1?  If YES, enter delivery address below:  □ No
9590 9401 0014 5205 1540 55	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery
	□ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

10500 201 01 24022	PLACE STICKER AT TOP OF ENV
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
1. Article Addressed to	D. Is delivery address different from item 1?  Yes
TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2500 HOLLYWOOD BOULEVARD SUITE 314 HOLLYWOOD, FL 33020	If YES, enter delivery address below: ☐ No
9590 9401 0014 5205 1529 38	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery □ Collect on Delivery
7010 1060 0001 0529 043	□ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

S	ENDER: COMPLETE SECTION 31.031.031.031.031.031.031.031.031.031.0	PLACE STICKER AT TOP OF EW
3	ENDER. COMPLETE SECTION	COMPLETE TAIS SECTION ON DELIVERY
	Complete items 1, 2, and 3.	A. Signature
b	Print your name and address on the reverse so that we can return the card to you.	Agent Addressee
h	Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name)  C. Date of Delivery
1.	Article Addressed to:	D. Is delivery address different from item 1?  Yes
SINES.	TD 34538 APRIL 2016 WARNING FLORIDA CORAL LIEN INVESTMENTS LLC CAPONE, NA CL TRL ASSIGNEE OF FL CORAL LIEN INV' 8593 SOLUTION CENTER CHICAGO, IL 60677-8005	If YES, enter delivery address below:
	9590 9401 0014 5205 1528 46	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail® □ Registered Mail Testricted Delivery □ Certified Mail® □ Registered Mail Restricted Delivery □ Return Receipt for Merchandise
2.	Article Number (Transfer from service label)	☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation
		Restricted Delivery Restricted Delivery
PS	Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse M Agent so that we can return the card to you. ☐ Addressee Date of Delivery B. Received by (Printed Name) ■ Attach this card to the back of the mailpiece, C. Date of Deliver or on the front if space permits. R) 月72 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No TD 34538 APRIL 2016 WARNING MORGAN KEEGAN MORTGAGE COMPANY, INC. 1100 RIDGEWAY LOOP ROAD - SUITE 550 **MEMPHIS TENNESSEE 38120** Service Type ☐ Priority Mail Express®☐ Registered Mail™ Adult Signature Adult Signature Restricted Delivery Certified Mail® | Registered Mail™ | | Registered Mail Restricted | | Registered Mail Restricted | | Registered Mail Restricted | | Registered Mail™ | 9590 9401 0014 5205 1528 77 ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery 2. Article Number (Transfer from service label) 7010 1060 0001 0529 0356 Restricted Delivery Restricted Delivery PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

	ACCOUNT OF STREET STREET, STRE
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes
TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD P.O. BOX 229045 HOLLYWOOD, FL 33022-9045	If YES, enter delivery address below: ☐ No
Article Number (Transfer from service label)	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Insurant Mail □ Signature Confirmation □ Signature Confirmation
	Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

AT TOP OF ENVELOPE TO THE RIGHT N ADDRESS, FOLD AT DOTTED LINE	AUTAR BHT 70
Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD FL 33020	A. Signature  X  Agent  Addressee  B. Received by (Printed Name)  Mexino  C. Date of Delivery  D. Is delivery address different from item 1? Yes  If YES, enter delivery address below: No
9590 9401 0014 5205 1540 31 2. Article Number ( <i>Transfer from service label</i> ) 7010 1060 0001 0529 PS Form 3811, April 2015 PSN 7530-02-000-9053	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Domestic Return Receipt

SENDER: COMPLETE TITLO SECTION  SENDER: COMPLETE TITLO SECTION	NELACE STICKER AT TOP OF THE RETURN ADDRESS, FC
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature    Agent   Addressee     B. Received by Printed Name   C. Date of Delivery     Mark IND
TD 34538 APRIL 2016 WARNING CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT 2600 HOLLYWOOD BOULEVARD - SUITE 33 HOLLYWOOD, FL 33020	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
9590 9401 0014 5205 1528 60  2. Article Number (Transfer from service label)  7010 1060 0001 0529 03	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail® Restricted Delivery □ Collect on Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation™ □ Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDEK: CC TATIOD OF ENVELOPE TO THE RIGHT SEARCH SEASON FOLD AT TOOL TO THE PRICHT	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul>	A. Signature  X Every Addressee  B. Received by (Printed Name)  D. Is delivery address different from item 1?   Yes
TD 34538 APRIL 2016 WARNING MAYEN,LORENA M H/E 7490 SIMMS ST HOLLYWOOD FL 33024-2724	IT D. Is délivery address different from item 1?  If YES, enter delivery address below:  □ No
9590 9401 0014 5205 1540 93  2. / / / / / / / / / / / / / / / / / / /	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery □ Insured Mail □ stricted Delivery □ Insured Mail □ stricted Delivery □ Restricted Delivery □ Insured Mail □ Signature Confirmation™ □ Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

THE STICKER AT TOP OF ENVELOPE TO THE RIGHT		
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 34538 APRIL 2016 WARNING MAYEN,CARLOS E 7490 SIMMS ST HOLLYWOOD FL 33024-2724</li> </ul> </li> </ul>	A. Signature  X. Euclid C. Agent Addressee  B. Received by (Printed Name)  C. Date of Delivery  C. Date of Delivery  Printed Name  Printed Name  On the Agent Addressee  Received by (Printed Name)  It yes  If YES, enter delivery address below:	
9590 9401 0014 5205 1541 09  2. Article Number (Transfer from service label)  7010 1060 0001 0529 03  PS Form 3811, April 2015 PSN 7530-02-000-9053	(over \$500)	
7,4 7.11 25 10 1 01 1 1000 02 000-3000	Domestic Return Receipt	

SENDER: SERIODES TO THE RIGHT SECULOR STATE TOP OF SERIODES THE RIGHT SERIODES TO THE RIGHT SERIODES TO THE RIGHT SERIODES TO THE SERIODES TO THE RIGHT SE	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> </ul>	A. Signature  X Joll Agent  Addressee  B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 17  Yes
TD 34538 APRIL 2016 WARNING KING,ROSETA C 7481 FARRAGUT ST HOLLYWOOD FL 33024-2715	If YES, enter delivery address below: ☐ No
9590 9401 0014 5205 1528 84  2. Article Number (Transfer from service label)	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail® Restricted Delivery □ Collect on Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Collect On Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation
7010 1060 0001 0529	D3L3 ricted Delivery Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul>	B. Received by (Printed Name) MAR 1 Steelivery address below:    Agent   Addressee   Addre
SN SERVICING CORP 323 5TH ST EUREKA, CA 95501	
9590 9401 0014 5205 1529 45	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail® Setricted Delivery □ Certified Moil® □ Registered Mail Restricted Delivery □ Cellvery □ Collect on Delivery
2. Article Number (Transfer from service label) 7010 1060 0001 0529 04	□ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Restricted Delivery □ Collect on Delivery □ Signature Confirmation □ Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SEC.	ALACE STICKER AT TOP OF THE RETURN ADDRESS
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
TD 34538 APRIL 2016 WARNING CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE ASSIGNMENT OF MORTGAGE FOR SECURITY NATIONAL FUNDING TRUST 323 FIFTH ST EUREKA, CA 95501	D. Is delivery address different from item 1?  If YES, enter delivery address below:  □ No
9590 9401 0014 5205 1528 53  2. Article Number (Transfer from service label)	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation™
7010 1010 0000	332   stricted Delivery   Signature Confirmation   Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  TD 34538 APRIL 2016 WARNING DEL GUIDICE, VINCENT 2721 N 75 AVENUE HOLLYWOOD FL 33024	A. Signature  X  B. Received by (Printed Name)  D. Is delivery address different from item If YES, enter delivery address below:  Output  Description  Agents  Agents  Description  Agents  Description  Agents  Description  Agents  Description  Agents  Description  Description  Agents  Description  Descri
9590 9401 0014 5205 1528 91  2. Article Number (Transfer from service label)  7010 1060 0001 0529 0	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail Restricted Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Signature Confirmation □ Signature Confirmation □ Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDEL: COMPLE, SENDEL: COMPLE, SENDER: COMPLE	DETINERA  DETINE
Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  TD 34538 APRIL 2016 WARNING DEL GUIDICE, MYRNA 2721 N 75 AVENUE HOLLYWOOD FL 33024	A. Signature  X  Agent  Addressee  B. Received by (Printed Name)  C. Date of Delivery  VINCENT OCIONICATION Item 1?   If YES, enter delivery address below:  No. 100   1
	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLI  AND GELIVERY TO BE SENDER SE	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul> TD 34538 APRIL 2016 WARNING	A Agent Addressee  B. Received by (Printed Name) C. Date of Delivery  D. Is delivery address different from item 12  If YES, enter delivery address below.
DEL GUIDICE,MYRNA PO BOX 848513 PEMBROKE PINES FL 33084	E AND SE
9590 9401 0014 5205 1529 21	3. Service Type
2. Article Number (Transfer from service label)	☐ Collect on Delivery Postricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
TD 34538 APRIL 2016 WARNING DEL GUIDICE, VINCENT PO BOX 848513 PEMBROKE PINES FL 33084	Is delivery address different from item 1? The Yes If YES, enter delivery address below:
9590 9401 0014 5205 1529 14  2. Article Number ( <i>Transfer from service label</i> )	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Collect on Delivery Restricted Delivery □ Signature Confirmation™
7010 1060 0001 0529 0	394 stricted Delivery Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt