

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

Phone: (412) 391-5555 Fax: (412) 391-7608

E-mail: <u>TitleExpress@grantstreet.com</u>

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 01/24/2019

REPORT EFFECTIVE DATE: 20 YEARS UP TO 01/23/2019

CERTIFICATE # 2011-9497 ACCOUNT # 494126CK0410 ALTERNATE KEY # 336871 TAX DEED APPLICATION # 34715

COUNTY, STATE: BROWARD, FL

At the request of the County Tax Collector for the above-named county, a search has been made of the Public Records for the following described property:

LEGAL DESCRIPTION:

Condominium Unit No. 2240 of Century Gardens, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 8290, Page 448 and any amendments thereto, if any of the Public Records of Broward County, Florida together with an undivided interest in the common areas, if any.

**Legal description on current deed references incorrect Book number. Report shows correct Book information.

PROPERTY ADDRESS: 2240 NW 52 AVENUE #2240, LAUDERHILL FL 33313

OWNER OF RECORD ON CURRENT TAX ROLL:

SH 005 LLC 100 S BISCAYNE BLVD #300 MIAMI, FL 33131 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

SH 005, LLC Instrument: 115265757 100 S BISCAYNE BLVD 300 MIAMI, FL 33131 (Per Deed)

SH005 LLC 999 NE 131ST ST NORTH MIAMI, FL 33161 (Per Sunbiz)

SAVVY HOLDINGS LLC, REGISTERED AGENT O/B/O SH005 LLC 100 SOUTH BISCAYNCE BLVD 300 MIAMI, FL 33131 (Per Sunbiz)

MORTGAGE HOLDER OF RECORD:

None found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

TTLREO 2. LLC

4747 EXECUTIVE DRIVE, SUITE 510

SAN DIEGO, CA 92121 (Tax Deed Applicant)

HSBC BANK USA, N.A., AS TRUSTEE FOR

THE REGISTERED HOLDERS OF RENAISSANCE

EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3

C/O OCWEN LOAN SERVICING, LLC

1661 WORTHINGTON ROAD, SUITE 100

WEST PALM BEACH, FL 33409 (Per Assignment of Mortgage for Prior owner(s). No satisfaction or

OR: 45740, Page: 1388

release found of record.)

CENTURY GARDEN CONDOMINIUM Instrument: 114528920

ASSOCIATION, INC.

C/O TDSUNSHINE PROPERTY MANAGEMENT, LLC

1868 N. UNIVERSITY DRIVE, #205 PLANTATION, FL 33322 (Per Lien)

CENTURY GARDEN CONDOMINIUM Instrument: 114668956

ASSOCIATION, INC.

MICHELLE MONTEKIO, ESQ.

TUCKER & TIGHE, P.A.

SUITE 710 - CUMBERLAND BLDG.

800 EAST BROWARD BOULEVARD

FORT LAUDERDALE, FL 33301 (Per Lis Pendens)

CENTURY GARDEN CONDOMINIUM Instrument: 115296473

ASSOCIATION, INC.

(Per Amended Consent Final Judgment of Foreclosure. Corrects Consent Final Judgment of Foreclosure

115089255. No address found on document.)

SUNSHINE STATE CERTIFICATES V, LLLP

7900 MIAMI LAKES DRIVE WEST

MIAMI LAKES, FL 33016 (2015 Tax Certificate Holder)

TAX ASSET INVESTMENTS LLC

10 FAIRWAY DRIVE SUITE 132V

DEERFIELD BEACH, FL 33441 (2017 and 2018 Tax Certificates Holder)

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC.

PO BOX 122015

FT LAUDERDALE, FL 33312 (Per Sunbiz. Declaration recorded in 8290-448.)

TDSUNSHINE PROPERTY MANAGEMENT, LLC, REGISTERED AGENT

O/B/O CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC.

8181 W. BROWARD BLVD. SUITE 380

PLANTATION, FL 33324 (Per Sunbiz)

PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 4941 26 CK 0410

CURRENT ASSESSED VALUE: \$51,600 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES:

1. 2015-7987

2. 2017-6680

3. 2018-6489

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Quit Claim Deed OR: 23080, Page: 964

Quit Claim Deed OR: 43125, Page: 1890

Corrective Quit Claim Deed OR: 44462, Page: 1515

(Corrects Deed 43125-1890.)

Mortgage OR: 44462, Page: 1516

Quit Claim Deed OR: 45740, Page: 1659

Quit Claim Deed OR: 47917, Page: 320

Consent Final Judgment of Foreclosure Instrument: 115089255

This is a Property Information Report that has been prepared in accordance with the requirements of Sections 197.502(4) and (5), Florida Statutes, and which satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.016. This report is not title insurance. It is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Suzette Servas

Title Examiner



Site Address	2240 NW 52 AVENUE #2240, LAUDERHILL FL 33313	ID#	4941 26 CK 0410
Property Owner	SH 005 LLC	Millage	1912
Mailing Address	100 S BISCAYNE BLVD #300 MIAMI FL 33131	Use	04
Abbr Legal Description	CENTURY GARDENS CONDO UNIT 2240		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

				Pro	per	ty Assessm	ent \	/alue	S					
Year	Land	d		Building / Improvement			Just / Market Value		As	Assessed / SOH Value		Tax		
2018	\$5,160	0	\$46,	440		\$51,	600		\$4	11,050				
2017	\$4,870	0	\$43,	810		\$48,	680		\$3	\$37,320			\$1,423.37	
2016	\$4,770	0	\$42,	930		\$47,	700		\$3	33,930		\$1,3	326.74	
		2	018 Exer	nptions	and	Taxable Va	alues	by T	axing Au	thority	*			
				County		Scho	ol Bo	ard	Mı	unicipal		In	dependen	
Just Valu	ie		\$	51,600			\$51,	600		\$51,600			\$51,600	
Portabili	y			0				0		0			(
Assesse	d/SOH		\$	41,050			\$51,	600		\$41,050			\$41,050	
Homeste	ad			0				0		0		0		
Add. Hor	nestead			0		0		0			C			
Wid/Vet/I	/id/Vet/Dis			0		0		0						
Senior				0				0		0			0	
Exempt 7	уре			0				0		0			(
Taxable			\$	41,050	50 \$51,600			\$41,050 \$41,05				\$41,050		
		Sa	iles Histo	ory						Land Ca	alculatior	าร		
Date)	Type	Price	E	Book	/Page or CI	N		Price	rice Factor Ty			Туре	
8/10/20	18 S	WD-T	\$100		1	15265757								
3/28/20	11 Q	CD-Q	\$27,70	0	47	7917 / 320								
5/15/20	08 C	QCD-T	\$100		45	740 / 1659								
6/20/20	07 D	RR-T	\$100		44	462 / 1515								
11/14/20	006	6 QCD \$100 43 1			125 / 1890			Adj. E	3ldg. S.	g. S.F . 102		1020		
							Units/Beds/Baths 1			1/2/1.5				
									Eff./A	ct. Year	Built: 19	80/1	979	
					Spe	cial Assess	men	ts						
Fire	Garb	L	ight	Drair	<u> </u>		Safe Storm		torm Clean			Misc		
19									1					
R														

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #34715

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 April 2019, 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 LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313

SUNSHINE STATE CERTIFICATES V, LLLP 7900 MIAMI LAKES DRIVE WEST

MIAMI LAKES, FL 33016

TAX ASSET INVESTMENTS LLC 10 FAIRWAY DRIVE SUITE 132V DEERFIELD BEACH, FL 33441

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. MICHELLE MONTEKIO, ESQ. TUCKER & TIGHE, P.A. SUITE 710 - CUMBERLAND BLDG. 800 EAST BROWARD BOULEVARD FORT LAUDERDALE, FL 33301

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. C/O TDSUNSHINE PROPERTY MANAGEMENT, LLC 1868 N. UNIVERSITY DRIVE, #205

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. PO BOX 122015 FT LAUDERDALE, FL 33312

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. 2220-2466 NW 52 AVE LAUDERHILL, FL 33313

TDSUNSHINE PROPERTY MANAGEMENT, LLC, REGISTERED AGENT O/B/O CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. 8181 W. BROWARD BLVD. SUITE 380 PLANTATION, FL 33324

THE LAW OFFICES OF PAUL A. KRASKER, P.A.

PLANTATION, FL 33322

1615 FORUM PLACE, 5TH FLOOR WEST PALM BEACH, FL 33401

OVIDE VAL, ATTORNEY LAW OFFICE OF ATTONEY OVIDE VAL ONE BISCAYNE TOWER

2 SOUTH BISCAYNE BLVD., SUITE 3200 MIAMI, FL 33131

FOR THE REGISTERED HOLDERS OF RENAISSANCE EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3 C/O OCWEN LOAN SERVICING, LLC

1661 WORTHINGTON ROAD, SUITE 100

HSBC BANK USA, N.A., AS TRUSTEE

WEST PALM BEACH, FL 33409

SH 005 LLC 2240 NW 42 AVENUE #2240 LAUDERHILL, FL 33313

SH005 LLC 999 NE 131ST ST NORTH MIAMI, FL 33161 SAVVY HOLDINGS LLC. REGISTERED AGENT O/B/O SH005 LLC 100 SOUTH BISCAYNCE BLVD 300 MIAMI, FL 33131

SH 005, LLC 100 S BISCAYNE BLVD 300 MIAMI, FL 33131

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 April 2019 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

Deputy Juliette M. Aikman

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 34715

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: 494126-CK-0410

Certificate Number: 9497

Date of Issuance: 06/01/2012

Certificate Holder: TTLREO 2, LLC

Description of Property: CENTURY GARDENS CONDO

UNIT 2240

Condominium Unit No. 2240 of Century Gardens, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 8290, Page 448 and any amendments thereto, if any of the Public

Records of Broward County, Florida together with an undivided interest in the common areas, if any.

Name in which assessed: Sh

SH 005 LLC

Legal Titleholders: SH 005 LLC

100 S BISCAYNE BLVD #300

MIAMI, FL 33131

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 15th day of May , 2019. 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 11th day of April , 2019 .

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

Abiodun Ajayi

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: 04/11/2019, 04/18/2019, 04/25/2019 & 05/02/2019

Minimum Bid: 11454.83

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

34715 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 9497

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

04/11/2019 04/18/2019 04/25/2019 05/02/2019

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

2 day of MAY, A.D. 2019

(SEAL)

GUERLINE WILLIAMS personally known to me



Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 34715

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: 494126-CK-0410 Certificate Number: 9497 Date of Issuance: 06/01/2012

Certificate Holder: TTLREO 2, LLC

Description of Property: CENTURY GARDENS CONDO

UNIT 2240

Condominium Unit No. 2240 of Century Gardens, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 8290, Page 448 and any amendments thereto, if any of the Public Records of Broward County, Florida together with an undivided interest in the common areas, if any.

Name in which assessed:

SH 005 LLC

Legal Titleholders:

SH 005 LLC

100 S BISCAYNE BLVD #300

MIAMI, FL 33131

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 15th day of May, 2019. 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 11th day of April, 2019.

Bertha Henry County Administrator RECORDS, TAXES, AND

TREASURY DIVISION

(Seal)

By: Abiodun Ajayi

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: 401-314 11125.97.

401-314

4/11-18-25.5/2 19-01/0000389774B

BROWARD COUNTY SHERIFT'S OFFICE P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

RETURN OF SERVICE

Assignment	3	Please Route To Superv	isor		Service Sheet #			19-014195	5 \ 5	/
BRO	WARD CO	OUNTY, FL vs. SH 005 LL	.c					TD 34715		
	SPLAINTING		V\$.	COUNTY/BR	OWARD	-	DEFENDANT	5/15/2019	CASE	•
	TYPE OF WRIT		SERVE	2240 NW 52 LAUDERHILI				НЕА	RING DATE	1
			SERVE	FRENZE ASA	किंद्रेस स	ŘN TO	Receiv	TICE TRAY* ed this process on 4/2/2019		,
		D COUNTY REVENUE-I IDREWS AVENUE, ROO		ECTION	nta .	Served		Date	7676	_
		ERDALE , FL 33301	M V- I OD		% □		ved – se	e comments		
		MAN, SUPV.				4/10/1	9	at	1445	
On SH O			, in Br				named per	son a true copy of	Time f the writ, with t	he date and
time of ser	rvice endorsed	thereon by me, and a copy of the c	omplaint, petition, or	initial pleading, by	the following	method:				
	INDIVIDUA	AL SERVICE								
	At the defend	VICE: ant's usual place of abode on "any	person residing therei	n who is 15 years of	age or older"	, to wit:				
				. , , ,						
	То		, the defendant's spou	ise, at	-			in accordance	e with F.S. 48.03	31(2)(a)
	Toserve the defe	endant have been made at the place	, the person in charge of business	of the defendant's b	ousiness in acc	ordance wi	th F.S. 48.0	31(2)(b), after tw	o or more attem	pts to
COR	PORATE SEI	RVICE;								
	Toaccordance w	rith F.S. 48.081	, holding the followin	ng position of said co	rporation			in the absence	of any superior	officer in
	То		, an employee of defe	endant corporation is	accordance v	with F.S. 48	.081(3)			
	То		, as resident agent of	said corporation in	accordance wi	th F.S. 48.0	91		-	
		SHIP SERVICE: To)	, partner, or	to			, designated e	mployee or pers	on in charge
		ESIDENTIAL: By attaching a true sin 15 years of age or older could be							he tenant nor a p	erson
	1st attempt da	ate/time:		_	2 nd attempt	t date/time:				
	POSTED C	OMMERCIAL: By attaching a tr	ue copy to a conspicuo	ous place on the pro	perty in accord	dance with	F.S. 48.183			
	1st attempt da	ate/time:		-	2 nd attemp	t date/time:				
Ø	OTHER RE	TURNS: See comments								
CO) () (C)	yra Pr	stan IAX	Notice	ı						
COMME	M19: 10	<u> </u>	1 40 1100	-		· · · · · · · · · · · · · · · · · · ·				
						1	1			

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

SHERIFF BROWARD COUNTY, FLORIDA 724

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494126-CK-0410 (TD #34715)

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 MAY REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED 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 amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by April 30, 2019\$3,885.36 Or

* Amount due if paid by May 14, 2019\$3,914.73

*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 May 15, 2019 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

SH 005 LLC 2240 NW 52 AVENUE #2240 LAUDERHILL, FL 33313

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



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC.

Filing Information

 Document Number
 747645

 FEI/EIN Number
 59-2045782

 Date Filed
 06/14/1979

State FL

Status ACTIVE

Last Event REINSTATEMENT

Event Date Filed 06/04/1997

Principal Address

2220-2466 NW 52 Ave Lauderhill, FL 33313

Changed: 02/29/2016

Mailing Address

PO BOX 122015

Ft Lauderdale, FL 33312

Changed: 02/29/2016

Registered Agent Name & Address

TDSunshine Property Management, LLC

8181 W. Broward Blvd.

SUITE 380

PLANTATION, FL 33324

Name Changed: 02/29/2016

Address Changed: 02/19/2018

Officer/Director Detail

Name & Address

Title PRESIDENT/DIRECTOR

NEWTON, LUCINDY PO BOX 122015

Ft Lauderdale, FL 33312

Title TREASURER/ DIRECTOR

WILLIAMS, RICHARD PO BOX 122015 Ft Lauderdale, FL 33312

Title Directors

Nathanson, Erick PO BOX 122015 Ft Lauderdale, FL 33312

Title Secretary

Jones, Debbie PO BOX 122015 Ft Lauderdale, FL 33312

Title Director

Armalin, Cynthia PO BOX 122015 Ft Lauderdale, FL 33312

Annual Reports

Report Year	Filed Date
2016	02/29/2016
2017	04/06/2017
2018	02/19/2018

Document Images

02/19/2018 ANNUAL REPORT	View image in PDF format
04/06/2017 ANNUAL REPORT	View image in PDF format
02/29/2016 ANNUAL REPORT	View image in PDF format
03/23/2015 ANNUAL REPORT	View image in PDF format
04/18/2014 ANNUAL REPORT	View image in PDF format
04/04/2013 ANNUAL REPORT	View image in PDF format
03/22/2012 ANNUAL REPORT	View image in PDF format
04/21/2011 ANNUAL REPORT	View image in PDF format
04/28/2010 ANNUAL REPORT	View image in PDF format
04/17/2009 ANNUAL REPORT	View image in PDF format
04/23/2008 ANNUAL REPORT	View image in PDF format
04/09/2007 ANNUAL REPORT	View image in PDF format
02/06/2006 ANNUAL REPORT	View image in PDF format
02/09/2005 ANNUAL REPORT	View image in PDF format
03/09/2004 ANNUAL REPORT	View image in PDF format
02/24/2003 ANNUAL REPORT	View image in PDF format
02/18/2002 ANNUAL REPORT	View image in PDF format
02/01/2001 ANNUAL REPORT	View image in PDF format
	-

03/01/2000 ANNUAL REPORT	View image in PDF format
03/04/1999 ANNUAL REPORT	View image in PDF format
02/06/1998 ANNUAL REPORT	View image in PDF format
06/04/1997 REINSTATEMENT	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company

SH005 LLC

Filing Information

Document Number L17000237492

FEI/EIN Number NONE

Date Filed 11/16/2017

State FL

Status INACTIVE

Last Event ADMIN DISSOLUTION FOR

ANNUAL REPORT

Event Date Filed 09/28/2018
Event Effective Date NONE

<u>Principal Address</u> 999 NE 131ST ST

NORTH MIAMI, FL 33161

Mailing Address

999 NE 131ST ST

NORTH MIAMI, FL 33161

Registered Agent Name & Address

SAVVY HOLDINGS LLC

100 SOUTH BISCAYNCE BLVD

300

MIAMI, FL 33131

<u>Authorized Person(s) Detail</u>

Name & Address

Title P

SAVVY HOLDINGS 100 S BISCAYNE BLVD, SUITE 300 MIAMI, FL 33131

Annual Reports

No Annual Reports Filed

Document Images

11/16/2017 -- Florida Limited Liability

View image in PDF format

Florida Department of State, Division of Corporation

Form A298 Quitclaim Deed

QUITCLAIM DEED

DOCU. STAMPS-DEED RECVD. BROWARD CTY B. JACK OSTERHOLT COUNTY ADMIN.

THIS QUITCLAIM DEED, Executed this 26th day of October by first party, Tommy Burgess JR. A Single MAN whose post office address is 2240 NW 52rd Nuenue Lauderhill Fl. 33313 to second party Jefferey D'Connor whose post office address is 1809 5w. 10th Street Fort Laudendale F7. 33311

WITNESSETH, That the said first party, for good consideration and for the sum of paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Broward, State of Florida

Unit 2040 of Century Gardens Condominium, according to the Declaration thereof, as recorded in official Records Boon 8290, at Page 44B of the Public Records of Broward County, Florida.

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

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

Signed, scaled and delivered in presence of:

October 26 . 19 94

County of Broward

BECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDGE PERSONALLY appeared Tommy Burgess Jr. on this 26th day of Oct
COUNTY ADMINISTRATOR

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

OPPICIAL NOTARY SEAL ROBERTA MASON COMMISSION NUMBER CC211275
MY COMMISSION EXP.

My Commission Expires:



c. E-Z Legal Forms

CFN # 106602994, OR BK 43125 Page 1890, Page 1 of 2, Recorded 11/16/2006 at 09:03 AM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 1016

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	Above Space Reserved for Recording r jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]
Date of this Docu	ment: 10 — 24 - 04
Reference Numbe	er of Any Related Documents:
Grantor: Name Street Address City/State/Zip	Deffrey Oconnor 2240 NW 52 Auc. Land Mill FLA 33313
Grantee: Name Street Address City/State/Zip	Boyd Deonnor 497 SW DA Trir Pt landwotalt Fla 33312
	Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and Century Carden Covaominium unit コンチty Tax Parcel/Account Number(s): 19126-Cルー)4100
20 <u>~ 0 4</u> by first	DEED, executed this OCT-24 day of 24 party, Grantor, Depticy Deanwar , whose 3351HW8th 5t Footh Loud 7LA 33711 , to ntee, Boyd Oconor dress is 407 Sw 77 Ten F1 to a direct 35312.
Dollars (\$	at the said first party, for good consideration and for the sum of

Page 1 of 2

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which the said first party has thereto in the County of	in and to the following de	scribed parcel of	land, and im	provements and appurtenances
to wit: <u>Century</u>	Clorelens	Condo	in	3240
		d sealed these pres	ents the day a	and year first written above. Signed,
sealed and delivered in the pres	sence on.			
Signature of Witness	Glad WAL			
Print Name of Witness	GLORD WA	LKER		
Signature of Witness	Walter R	0910		
Print Name of Witness	WALTER.	Reel	es:	
	111			
Signature of Grantor	- Colored	2 com	Da	
Print Name of Grantor	Scribber	E CON R	014	
State of Florida	()			
County of Broward)	Z) 6	f)	
On Nov 14,	2004 , before m	ne, ()	frey (1 connor
appeared to me on the basis of satisfa				rsonally known to me (or proved e subscribed to the within
instrument and acknowledge	ed to me that he/she/thev	executed the sam	e in his/her/	their authorized capacity(ies),
and that by his/her/their sign person(s) acted, executed the	nature(s) on the instrument e instrument.	the person(s), or	the entity u	ipon behalf of which the
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Signature of Notary	NOS			
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Page 2 of 2

© 2005 Socrates Media, LLC. LF298-1 • Rev. 05/05 CFN # 107292408, OR BK 44462 Page 1515, Page 1 of 1, Recorded 08/10/2007 at 02:08 PM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 3270

Parcel Identification No: 19126-CK-04100

This Instrument Prepared By and Return to:

Land Star Title, Inc. 200 W Cypress Creek Road Suite 210 Fort Lauderdale, FL 33309

CORRECTIVE QUITCLAIM DEED

This Quitclaim Deed, made this 20th day of June, 2007, between Jeffery O'Connor, a single man, whose address is 2240 NW 52nd Avenue Unit #2240, Lauderhill, FL 33313, Grantor, and Boyd O'Connor, an unmarried man , whose address is 2240 NW 52nd Avenue Unit #2240, Lauderhill, FL 33313, Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of -----TEN & NO/100 (\$10.00)--DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee' heirs and assigns forever, the following described land, situate, lying and being in the County of BROWARD, State of Florida, to-wit:

Condominium Unit No. 2240, of CENTURY GARDEN, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8290, Page 448, and any amendments thereto, if any, of the Public Records of Broward County, Florida, together with an undivided interest in the common areas, if any.

THIS DEED IS BEING RECORDED TO REFLECT THE MARITAL STATUS OF THE GRANTOR AND TO CORRECT LEGAL DESCRIPTION IN THAT CERTAIN QUIT CLAIM DEED RECORDED IN O.R. BOOK 43125, PAGE 1890.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, the Grantor has hereunto set he/she hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: #1 Signature #1 Printed Name Witness #2 Printed Name

STATE OF FLORIDA **COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 20 day of June, 2007, by Jeffery O'Connor who is personally known to me or who has produced as identification.

SEAL

Notary Signature

Printed Notary Signature

My Commission Expires:

Kristin Juel Hohl E Commission # DD338623 Expires: JULY 18, 2008 AARONNOTARY.com

CFN # 107292409, OR BK 44462 Page 1516, Page 1 of 23, Recorded 08/10/2007 at 02:08 PM, Broward County Commission, Doc M: \$250.25 Int. Tax \$143.00 Deputy Clerk 3270

07-1441 RN

Record & Return to: Land Star Title Inc. 200 W. Cypress Creek Rd,Ste 210 Fort Lauderdale. FL 33309

After Recording Return To: Delta Funding Corporation 1000 Woodbury Rd. PO Box 9009 Woodbury, NY 11797 Attention: Documentation Control Dept. 3rd floor.
[Space Above This Line For Recording Data] MORTGAGE
LENDER: (Delta Funding Corporation) LOAN #: NOMINEE: MERS, MIN Number#: DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 20th, 2007, together with all Riders to this document. (B) "Borrower" is Boyd O'Connor. Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is Delta Funding Corporation. Lender is a corporation or association organized and existing under the laws of New York. Lender's address is 8665 Baypine Road Suite 210, Jacksonville, FL 32256. (E) "Note" means the promissory note signed by Borrower and dated June 20th, 2007. The Note states that Borrower owes Lender seventy-one thousand five hundred Dollars (U.S. \$71,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1st, 2037. (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3010 1/01 (page 1 of 16)



- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association,
- homeowners association or similar organization.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

Form 3010

nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Broward

See Property Description

which currently has the address of 2240 Northwest 52nd Avenue Unit #2240

Lauderhill , Florida 33313 (Property Address):

For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as

Section: Block: Lot:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment

charges and then as described in the Note.

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

Periodic Payments.

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

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

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

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall

promptly refund to Borrower any Funds held by Lender.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in amanner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this

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If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification

and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

title shall not merge unless Lender agrees to the merger in writing.

Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

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

this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage Insurance.

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

have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

Borrower to any refund.

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

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument,

whether or not then due, with the excess, if any, paid to Borrower.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether

or not the sums are then due.

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

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

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property

shall be applied in the order provided for in Section 2.

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

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

co-signer's consent.

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

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

prohibited by this Security Instrument or by Applicable Law.

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

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

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

conflicting provision.

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

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

Instrument.

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

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

if such exercise is prohibited by Applicable Law.

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective

action provisions of this Section 20.

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

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

Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

for services rendered and the charging of the fee is permitted under Applicable Law.

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

bankruptcy proceeding.

Signed, sealed and delivered in the presence of:

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

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

Boyd O'Connor -Borrower

Seal
-Borrower

Seal
-Borrower

Seal
-Borrower

-Borrower

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[Space Below This Line For Acknowledgement]
STATE OF FLORIDA SS.
COUNTY OF: Provided
I Kristo Juel Hoh, a Notary Public in and for said county and state, do hereby certify that Boyd O'Connor personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be his/her/their free and voluntary act and deed and that he/she/they executed said instrument for the purposes and uses therein set forth.
Witness my hand and official seal this <u>OO</u> day of <u>JUNC</u> , <u>ZOO</u>
My Commission Expires: (SEAL)
This instrument was prepared by: Delta Funding Corporation

Kristin Juel Hohl

commission = DD338623

Expires: JULY 18, 2008

AARONNOTARY.com

The attached Mortgage covers	real property principally impro	eved by a one to four family	dwelling.
Premises commonly known as:			
2240 Northwest 52nd Avenue,	Unit #2240 Lauderhill, FL 333	313	
DISTRICT	SECTION	BLOCK	LOT
Boyd	Deonaer		
Boyd O'Connor			

Exhibit "A"

Legal Description for File No.: 07-1441R

Condominium Unit No. 2240, of CENTURY GARDEN, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8290, Page 448, and any amendments thereto, if any, of the Public Records of Broward County, Florida, together with an undivided interest in the common areas, if any.

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20th day of June, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Delta Funding Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:

2240 Northwest 52nd Avenue, Unit #2240 Lauderhill, FL 33313

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.14%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE CAPS AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six point eight nine percentage points (6.89%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section (D) below, this rounded amount will be my new interest rate until the next Change Date.

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

MULTISTATE ADJUSTABLE RATE RIDER—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)—Single Family—Fannie Mae Uniform Instrument

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F03138

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.14% or less than 11.14%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage points (1.0%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 18.14%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

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

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

B

to the terms and covenants contained in this	BY SIGNING BELOW, Borrower accepts and agradjustable Rate Rider.
(Seal) -Borrower	Boyle O'Connor
(Seal -Borrower	
(Seal) -Borrower	
(Seal	

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of June, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Delta Funding Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2240 Northwest 52nd Avenue, Unit #2240 Lauderhill, FL 33313

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

Century Gardens

[Name of Condominium Project]

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

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01 (page 1 of 2 pages)





- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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CFN # 108192267, OR BK 45740 Page 1388, Page 1 of 3, Recorded 10/09/2008 at Deputy Clerk 3330 11:56 AM, Broward County Commission,

Prepared by: Maria Alvarez Ocwen Loan Servicing,LLC 1661 Worthington Road, Suite 100 West Palm Beach, Florida, 33409 Phone Number: 561-682-8835 Loan Number: Attorney Code: 00317

ASSIGNMENT OF MORTGAGE FLORIDA

This ASSIGNMENT OF MORTGAGE is made and entered into as of the 2ND day of JULY, 2007, from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is 3300 SW 34 Avenue, Suite 101, Ocala, FL 34474, its successors and assigns, as nominee for DELTA FUNDING CORPORATION its successors and assigns, ("Assignor) to HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF RENAISSANCE EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3 whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409, all its rights, title and interest in and to a certain mortgage duly recorded in the Office of the Public Records of BROWARD, County, State of FLORIDA, as follows;

Mortgagor: BOYD O'CONNOR

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS Mortgagee: MORTGAGE ELECTRONIC REGIS NOMINEE FOR DELTA FUNDING CORPORATION

Document Date: JUNE 20, 2007

Recording Date: AUST 10, 2017
Book/Volume/Docket/Liber: 44462

Page/Folio: 1516

Property Address: 2240 NORTHWEST 52ND AVENUE UNIT #2240, LAUDERHILL, FL

Property described as follows:

LEGAL DESCRIPTION:

Condominium Unit No. 2240, of CENTURY GARDEN, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8290, Page 448, and any amendments thereto, if any, of the Public Records of Broward County, Florida, together with an undivided interest in the common areas, if any.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.



This Assignment is made without recourse, representation or warranty.

IN WITNESS WHEREOF the Assignor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, the 26TH day of AUGUST, 2008

By:

Title:

Name: Scott Anderson

Vice President

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR **DELTA FUNDING CORPORATION**

Signed, sealed and delivered in the presence of:

Nancy Eller

1675 Palm Beach Lakes Blvd. W. Palm Beach, FL 33401

Elsie Ramirez

1675 Palm Beach Lakes Blvd. W. Palm Beach, FL 33401

State of Florida

)SS.

County of Palm Beach

On AUGUST 26, 2008, before me, the undersigned, a Notary Public for said County and State, personally appeared Scott Anderson, of 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409, personally known to me to be the person that executed the foregoing instrument and acknowledged that he is the Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR DELTA FUNDING , and that he did execute the foregoing instrument. He is personally known CORPORATION to me.

Witness my hand and official seal.

NOTARY PUBLIC-STATE OF FLORIDA

Leticia N. Arias

Commission #DD73790 totary Public
Expires: NOV. 29, 2011

BONDED THRU ATLANTIC BONDING CO, INC

MIN:

MERS Ph.#: (888) 679 - 6377

Prepared by: Maria Alvarez

Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Phone Number: 561-682-8835

ALLONGE

BORROWERS: BOYD O'CONNOR

PRESENTOWNER AND HOLDER: DELTA FUNDING CORPORATION

NOTE EXECUTION DATE: JUNE 20, 2007

NOTE AMOUNT: \$71,500.00

This allonge shall be annexed to the original Note (or to a copy of the Note with a Lost Note Affidavit if the original cannot be located), referenced above for purposes of transferring same from the present Owner and Holder of the Note, **DELTA FUNDING CORPORATION** ("Transferor") as of the date set forth below. As a result of said transfer, **DELTA FUNDING CORPORATION** has no further interest in the Note.

Date: JULY 02, 2007

Pay to the order of

HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF RENAISSANCE EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3, without recourse, representation or warranty express or implied this 2ND day of JULY, 2007

DELTA FUNDING CORPORATION BY ITS ATTORNEY-IN-FACT OCWEN LOAN_SERVICING, LLC

By: ______/

Name: Denise A. Marvel

Title: Manager of Document Control and Contract Management

The effective date of the allonge is JULY 02, 2007

OLS Loan Number:

CFN # 108192342, OR BK 45740 Page 1659, Page 1 of 1, Recorded 10/09/2008 at 12:41 PM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 2090

Parcel Identification no. 19126-CK-04100

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is executed this 15 L day of May 2008 by Boyd O'Connor, a married man, whose post office address is 2240 NW 52 Avenue Unit # 2240, first party to Jeffrey O'Connor a single man, and whose post office address is 3351 NW 84 St., Fort Lauderdale, FL 33311 second party:

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, THAT the said first party, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and Quit-claim unto the said second party forever, all the right, interest, claim and demand which said first party has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of PALM BEACH, State of FL to wit:

Condominium Unit No. 2240 of Century Garden, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 8290, Page 448 and any amendments thereto, if any of the Public Records of Broward County, Florida together with an undivided interest in the common areas, if any.

PARCEL ID# 19126-CK-04100

This is a Deed of Convenience.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, Sealed and delivered in the presence of:

Witness

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AAIII.IE22

Signature Boyd O'Connor 2240 NW 52nd Avenue Unite #2240

Lauderhill, FL 33313

Jonature

State of Florida

County of Broward

The foregoing instrument was executed before me this May 15, 2008, by Boyd O'Connor who is personally known to me or who has produced a (_) Florida Driver's License (_) Passport (_) _________as

NOTARY PUBLIC (signature)
Print Name: Peli (1 a D

My Commission Expires:

Stamp/Seal:

FELICIA D. JACKSON

Notary Public - State of Florida

My Commission # DD 645164

Bonded Through National Notary Asen.

CFN # 110043678, OR BK 47917 Page 320, Page 1 of 1, Recorded 05/13/2011 at 02:04 PM, Broward County Commission, Doc. D \$193.90 Deputy Clerk 3055

This instrument Prepared by: Record and Return to: The Robinson Law Firm 3500 N. State Rd. 7, Suite 437 Ft. Lauderdale, FL 33319

Parcel Identification No.: 4941 26 CK 0410

QUIT-CLAIM DEED

This Quit-Claim Deed, made this & day of MMC A D 2011 between JEFFREY O'CONNOR, a single man, whose post office address is 3351 N.W. 8th Street, Fort Lauderdale, Florida 33313, hereinafter called the "GRANTOR" and SHELDON GODSON, a single man, hereinafter called the "GRANTEE."

(Whereinafter, used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of TEN AND 00/100's (\$10.00) DOLLARS and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, release and quit-claim unto the said party forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

LEGAL DESCRIPTION:

Condominium Unit No. 2240 of Century Garden, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 8290, Page 448 and any amendments thereto, if any of the Public Records of Broward County, Florida together with an undivided interest in the common areas, if any.

- . This Quit Claim Deed is prepared without the benefit of a title or lien search at the parties' request.
- This is not the homestead of the Grantor.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

In Witness Whereof, the grantor have signed and sealed these presents the day and year first above written.

Instr# 114528920 , Page 1 of 1, Recorded 07/28/2017 at 11:29 AM Broward County Commission

Prepared by and return to: Tucker & Tighe, P.A. 800 E. Broward Blvd., Suite 710 Ft. Lauderdale, Florida 33301 (954) 467-7744

CLAIM OF LIEN

STATE OF FLORIDA :
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared this day MICHELLE MONTEKIO, ESQ, TUCKER & TIGHE, P.A., who, upon being first duly sworn, say: they are the Attorneys for the lienor herein, CENTURY GARDENS CONDOMINIUM ASSOCIATION, INC., whose address is c/o TDSunshine Property Management, LLC 1868 N. University Drive, #205 Plantation, FL 33322, and as provided by the Declaration for CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. and Fla. Stat. \$718.116, the Association asserts and holds a lien on the following described real property:

CONDOMINIUM UNIT NO. 2240 OF CENTURY GARDEN, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 8290, PAGE 448, AND ANY AMENDMENTS THERETO, IF ANY OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS, IF ANY.

said property being owned by **SHELDON GODSON**, and further states that the lien is for the following amounts:

Past due post-petition maintenance,
& penalties (5/16-7/17): \$3,615.00
Attorneys' fees: \$1,185.00
Title search & postage costs: \$257.42
Recording costs: \$20.00
Lien release fee: \$75.00
TOTAL DUE: \$5,152.42

plus, if applicable, continuing regular assessments and special assessments, special assessments coming due during the duration of this lien, late charges, administrative collection fees, interest, costs and attorneys' fees until paid in full. Maintenance (\$236) is due on the first of the month. A late fee and/or interest, as authorized by the Declaration, may be charged to delinquent accounts.

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC.

Bv:

MICHELLE MONTEKIO, ESQ. TUCKER & TIGHE, P.A.

STATE OF FLORIDA : COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 2/day of July, 2017 by MICHELLE MONTEKIO, ESQ., TUCKER & TIGHE, P.A., as Agent/Attorney for CENTURY GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit, on behalf of the corporation, who is personally known to me and did take an oath.

My Commission Expires:

NEW WOO

Javara Klierce

SANDRA K. PIERCE

Notary Public - State of Florida

My Comm. Expires Jun 28, 2018

Commission # FF 099767

Instr# 114668956 , Page 1 of 2, Recorded 10/18/2017 at 12:42 PM Broward County Commission

Case Number: CACE-17-019066 Division: 04

Filing # 62980873 E-Filed 10/18/2017 10:50:12 AM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit,

Plaintiff,

vs.

LIS PENDENS

SHELDON GODSON and UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT PROPERTY,

Defendants.

TO: Defendants, SHELDON GODSON, UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT PROPERTY, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a Claim of Lien on the following property in Broward County, Florida:

CONDOMINIUM UNIT NO. 2240, OF CENTURY GARDENS CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 8290, PAGE 448, AND ANY AMENDMENTS THERETO, IF ANY, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DATED on 10 17, 2017.

TUCKER & TIGHE, P.A.
Attorneys for Plaintiff
Suite 710 - Cumberland Bldg.
800 East Broward Boulevard
Fort Lauderdale, FL 33301
Telephone: (954) 467-7744
e-mail: collections@tuckertighe.com

/

By: Multiplie Montekio, esq.

FL BAR NO. 15518

F:\century\Godson2 Lis Pendens.wpd

Instr# 115089255 , Page 1 of 6, Recorded 05/21/2018 at 02:17 PM
Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 5/17/2018 3:25:08 PM.****

16

BY: Margaret L. Shoultz

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 17-019066 (04)

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit,

Plaintiff,

vs.

SHELDON GODSON,

Defendant.	De	9	f	e	n	d	a	n	t	
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CONSENT FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came to be heard by the Court upon the Plaintiff's Motion for Final Summary Judgment of Foreclosure, and the Court having considered the pleadings filed herein, the supporting affidavits of the Plaintiff, CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit ("Plaintiff CENTURY GARDEN"), and haveing been advised that the parties are in agreement, the Court finds that:

- 1. The Defendant, SHELDON GODSON ("Defendant GODSON"), has been served according to due and legal process in this action.
- 2. Defendant GODSON was served on October 28, 2017 and Defendant GODSON filed an Answer and Affirmative Defenses which were deemed filed on February 13, 2018. Said pleading raises no valid defenses to Defendant

GODSON's nonpayment of assessments due Plaintiff CENTURY GARDEN.

- 3. Defendant GODSON raised seven affirmative defenses which are legally and/or factually rebutted by the Plaintiff's supporting affidavits; therefore, there is no genuine issue of material fact in dispute and summary judgment should issue as a matter of law.
- 4. The Court has jurisdiction over the Defendant in this cause and over this subject matter.
- 5. Plaintiff CENTURY GARDEN is entitled to periodic payments pursuant to its Declaration of Condominium ("Declaration") and Chapter 718 of the Florida Statutes. The Declaration is recorded in Official Records Book 8290, at Page 488, of the Public Records of Broward County, Florida.
- 6. The assessments constitute a valid lien on the property sought to be foreclosed and are superior to any right, title, interest or claim of the Defendant and all persons and entities claiming by, through or under him.
- 7. Plaintiff CENTURY GARDEN is entitled to court costs and attorneys' fees pursuant to its Declaration and 718.116 of the Florida Statutes.
 - 8. Based upon the above findings, it is:

ORDERED AND ADJUDGED that Plaintiff CENTURY GARDEN'S Motion for Final Summary Judgment of Foreclosure be GRANTED.

It is further adjudged that:

A. Plaintiff CENTURY GARDEN is due \$5,975.00 for past due assessments and late fees through May 2018, \$241.00 for June 2018

assessment and late fee, \$241.00 for July 2018 assessment and late fee, and \$241.00 for August 2018 assessment and late fee, \$1,308.42 for court costs, and \$6,825.00 for attorneys' fees, making a total sum due of \$14,831.42, which will accumulate interest at the statutory rate of 5.72% per annum, for which let execution issue forthwith.

B. Plaintiff holds a lien for the total sum plus interest accruing at 5.72% a year from the date of this Judgment until paid, and any further sums accruing to Plaintiff in connection with this suit, superior to any claim or estate of Defendants on the following described real property located at 2240 NW 52nd Avenue, Lauderhill, FL 33313, and legally described as:

CONDOMINIUM UNIT NO. 2240, OF CENTURY GARDEN, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 8290, PAGE 448 AND ANY AMENDMENTS THERETO, IF ANY OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS, IF ANY.

- Paragraphs A and B and all other sums accruing to Plaintiff subsequent to this Judgment are not paid, the clerk of this Court shall sell the subject property at public sale on the 15th day of August, 2018, to the highest bidder for cash, except as described in Paragraph D herein, in accordance with section 45.031, Florida Statutes, at: www.broward.realforeclose.com, the Clerk's website for on-line auctions at 10:00 a.m.
- D. Plaintiff CENTURY GARDEN shall advance all subsequent costs in this action and shall be reimbursed for them by the Clerk if the Plaintiff CENTURY GARDEN is not the Purchaser of the real property for

sale. If Plaintiff CENTURY GARDEN is the Purchaser, the clerk shall credit Plaintiff CENTURY GARDEN's bid with the total sum with interest and all funds accruing to Plaintiff CENTURY GARDEN subsequent to this Judgment or such part of it as is necessary to fill the bid in full.

- E. On filing the Certificate of Title, the Clerk shall distribute the proceeds of sale, so far as they are sufficient, by paying all amounts due pursuant to the Final Judgment of Foreclosure made payable to <u>Tucker & Lokeinsky</u>, P.A. Trust Account.
- F. On filing the Certificate of Title, the Defendant and all persons claiming against him since the filing of the Notice of Lis Pendens in this action, shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property. Plaintiff reserves the right to seek a deficiency judgment against the defendant.
- G. In the event Defendant and all others in possession fail to vacate the premises after Plaintiff has obtained a Certificate of Title at the foreclosure sale, the Plaintiff is entitled to a Writ of Possession issued by the Clerk to be executed by the Sheriff without any further Order from the Court.
- H. Jurisdiction of this action is retained to enter further Orders and Judgments, that are proper including, without limitation, resetting sale dates, awards of additional assessments, attorneys' fees and costs, deficiency judgments, additional writs of possession and writs of assistance, and to re-foreclose omitted lienholders or other claimants to the property.
 - I. Cancellation of the foreclosure sale scheduled above shall be

permitted by Plaintiff CENTURY GARDEN filing written notice of the cancellation with the Clerk & Comptroller.

- ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.
- YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT, HOWARD S. FORMAN, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.
- CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

 IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT BROWARD COUNTY LEGAL AID AT (954) 765-8957 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO

Instr# 115089255 , Page 6 of 6, End of Document

Case No. 17-019066 (04) Consent Final Judgment of Foreclosure

A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT BROWARD COUNTY LEGAL AID FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Open Court, at Broward County, Florida on this $\frac{17^{\rm th}}{}$ day of $\frac{\rm May}{}$, $\frac{2018}{}$.

CIRCUIT COURT JUDGE

Copies furnished to:

Daniel M. Brennan, Esq. Tucker & Lokesinky, P.A. 800 E. Broward Blvd., Suite 710 Fort Lauderdale, FL 33301 collections@tuckertighe.com

The Law Office of Paul A. Krasker, P.A., 1615 Forum Place, 5th Floor West Palm Beach, FL 33401 Kengvalson@kraskerlaw.com Instr# 115265757 , Page 1 of 1, Recorded 08/15/2018 at 01:30 PM

Broward County Commission Deed Doc Stamps: \$0.70

THIS INSTRUMENT PREPARED BY: Ovide Val, Esquire Law Office of Ovide Val 999 NE 125 Street North Miami, Florida 33161

Special Warranty Deed

This Indenture made this /O day of August, 2018 between Sheldon Godson, a single man, whose post office address is 2240 NW 52nd Ave, Lauderhill FL 33313, party of the first part, and SH 005, LLC, a Florida Limited Liability Company, of 100 S BISCAYNE BLVD 300 MIAMI, FL, Miami, FL 33131, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

Folio: 49412ck0410

Address: 2240 NW 52nd Ave, Lauderhill FL 33313

Condominium unit no. 2240 of Century Garden, a condominium according to the Declaration of Condominium thereto as recorded in Official Records Book 98290, page 448 and any amendments thereto, if any of the public records of Broward County, Florida together with an undivided interest in the common areas, if any.

Subject, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any,

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

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

And the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

In Witness Whereof, first party has signed and sealed these present the date set forth on August 10, 2018.

Signed, seal and delivered in our presence:

Sheldon Godson

Print Name:

The foregoing instrument was acknowledged before me this <u>10</u> day of August, 2018 by Sheldon Godson. He [] is personally known to me or [] has produced a driver's license as identification.

E. GEORGE MY COMMISSION #FF240302

EXPIRES: JUN 14, 2019

Bonded through 1st State Insurance otary Public, State of Florida

Instr# 115296473 , Page 1 of 6, Recorded 08/30/2018 at 11:42 AM Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 8/27/2018 4:30:00 PM.****

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IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 17-019066 (04)

CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit,

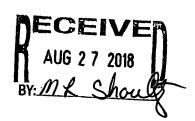
Plaintiff,

vs.

Ÿ

SHELDON GODSON,

Defendant.



CONSENT AMENDED FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came to be heard by the Court upon the Plaintiff's Motion for Final Summary Judgment of Foreclosure, and the Court having considered the pleadings filed herein, the supporting affidavits of the Plaintiff, CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit ("Plaintiff CENTURY GARDEN"), and having been advised that the parties are in agreement, the Court finds that:

- 1. This Amended Consent Final Judgment of Foreclosure amends and supercedes the Consent Final Judgment of Foreclosure entered on May 17, 2018.
- 2. The Defendant, SHELDON GODSON ("Defendant GODSON"), has been served according to due and legal process in this action.

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- 3. Defendant GODSON was served on October 28, 2017 and Defendant GODSON filed an Answer and Affirmative Defenses which were deemed filed on February 13, 2018. Said pleading raises no valid defenses to Defendant GODSON's nonpayment of assessments due Plaintiff CENTURY GARDEN.
- 4. Defendant GODSON raised seven affirmative defenses which are legally and/or factually rebutted by the Plaintiff's supporting affidavits; therefore, there is no genuine issue of material fact in dispute and summary judgment should issue as a matter of law.
- 5. The Court has jurisdiction over the Defendant in this cause and over this subject matter.
- 6. Plaintiff CENTURY GARDEN is entitled to periodic payments pursuant to its Declaration of Condominium ("Declaration") and Chapter 718 of the Florida Statutes. The Declaration is recorded in Official Records Book 8290, at Page 488, of the Public Records of Broward County, Florida.
- 7. The assessments constitute a valid lien on the property sought to be foreclosed and are superior to any right, title, interest or claim of the Defendant and all persons and entities claiming by, through or under him.
- 8. Plaintiff CENTURY GARDEN is entitled to court costs and attorneys' fees pursuant to its Declaration and 718.116 of the Florida Statutes.
 - 9. Based upon the above findings, it is:

ORDERED AND ADJUDGED that Plaintiff CENTURY GARDEN'S Motion for Final Summary Judgment of Foreclosure be GRANTED.

It is further adjudged that:

- A. Plaintiff CENTURY GARDEN is due \$5,975.00 for past due assessments and late fees through May 2018, \$241.00 for June 2018 assessment and late fee, \$241.00 for July 2018 assessment and late fee, and \$241.00 for August 2018 assessment and late fee, \$241.00 for September 2018 assessment and late fee, \$1,553.42 for court costs, and \$7,200.00 for attorneys' fees, interest of \$206.84, making a total sum due of \$15,899.26, which will accumulate interest at the statutory rate of 5.97% per annum, for which let execution issue forthwith.
- B. Plaintiff holds a lien for the total sum plus interest accruing at 5.97% a year from the date of this Judgment until paid, and any further sums accruing to Plaintiff in connection with this suit, superior to any claim or estate of Defendants on the following described real property located at 2240 NW 52nd Avenue, Lauderhill, FL 33313, and legally described as:

CONDOMÍNIUM UNIT NO. 2240, OF CENTURY GARDEN, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 8290, PAGE 448 AND ANY AMENDMENTS THERETO, IF ANY OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS, IF ANY.

Paragraphs A and B and all other sums accruing to Plaintiff subsequent to this Judgment are not paid, the clerk of this Court shall sell the subject property at public sale on the 18th day of September, 2018, to the highest bidder for cash, except as described in Paragraph D herein, in accordance with section 45.031, Florida Statutes, at: www.broward.realforeclose.com, the Clerk's website for on-line auctions at 10:00 a.m.

- D. Plaintiff CENTURY GARDEN shall advance all subsequent costs in this action and shall be reimbursed for them by the Clerk if the Plaintiff CENTURY GARDEN is not the Purchaser of the real property for sale. If Plaintiff CENTURY GARDEN is the Purchaser, the clerk shall credit Plaintiff CENTURY GARDEN's bid with the total sum with interest and all funds accruing to Plaintiff CENTURY GARDEN subsequent to this Judgment or such part of it as is necessary to fill the bid in full.
- E. On filing the Certificate of Title, the Clerk shall distribute the proceeds of sale, so far as they are sufficient, by paying all amounts due pursuant to the Final Judgment of Foreclosure made payable to Tucker & Lokeinsky, P.A. Trust Account.
- F. On filing the Certificate of Title, the Defendant and all persons claiming against him since the filing of the Notice of Lis Pendens in this action, shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property. Plaintiff reserves the right to seek a deficiency judgment against the defendant.
- G. In the event Defendant and all others in possession fail to vacate the premises after Plaintiff has obtained a Certificate of Title at the foreclosure sale, the Plaintiff is entitled to a Writ of Possession issued by the Clerk to be executed by the Sheriff without any further Order from the Court.
- H. Jurisdiction of this action is retained to enter further Orders and Judgments, that are proper including, without limitation, resetting sale dates, awards of additional assessments, attorneys' fees and costs, deficiency judgments, additional writs of possession and writs

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Case No. 17-019066 (04) Consent Amended Final Judgment of Foreclosure

of assistance, and to re-foreclose omitted lienholders or other claimants to the property.

- I. Cancellation of the foreclosure sale scheduled above shall be permitted by Plaintiff CENTURY GARDEN filing written notice of the cancellation with the Clerk & Comptroller.
- J. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.
- YOURSELF. YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT, HOWARD S. FORMAN, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.
- CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU

 ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT

 RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU

 UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR

 PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

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LEGAL AID AT (954) 765-8957 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT BROWARD COUNTY LEGAL AID FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers, at Broward County, Florida on this

day of August, 2018.

CIRCUIT COURT JUDGE

Copies furnished to:

Daniel M. Brennan, Esq. Tucker & Lokësinky, P.A. 800 E. Broward Blvd., Suite 710 Fort Lauderdale, FL 33301 collections@tlfloridalaw.com

The Law Office of Paul A. Krasker, P.A., 1615 Forum Place, 5th Floor West Palm Beach, FL 33401 Kengvalson@kraskerlaw.com

Ovide Val, Attorney
Law Office of Attorney Ovide Val
One Biscayne, Tower
2 South Biscayne Blvd., Suite 3200
Miami, FL 33131
ovidelaw@yahoo.com

PROPERTY ID # 494126-CK-0410 (TD # 34715)

WARNING

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2240 NW 52 AVENUE #2240, LAUDERHILL, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR

MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Estimated Amount due if paid by April 30, 2019\$3,885.36
 - Or
- * Estimated Amount due if paid by May 14, 2019\$3,914.73

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 15, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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SAVVY HOLDINGS LLC, REGISTERED AGENT O/B/O SH005 LLC 100 SOUTH BISCAYNCE BLVD 300 MIAMI, FL 33131

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CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313

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SUNSHINE STATE CERTIFICATES V, LLLP 7900 MIAMI LAKES DRIVE WEST MIAMI LAKES, FL 33016

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TAX ASSET INVESTMENTS LLC 10 FAIRWAY DRIVE SUITE 132V DEERFIELD BEACH, FL 33441

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CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. MICHELLE MONTEKIO, ESQ. TUCKER & TIGHE, P.A. SUITE 710 - CUMBERLAND BLDG. 800 EAST BROWARD BOULEVARD FORT LAUDERDALE, FL 33301

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CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. C/O TDSUNSHINE PROPERTY MANAGEMENT, LLC 1868 N. UNIVERSITY DRIVE, #205
PLANTATION, FL 33322

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CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC.

PO BOX 122015 FT LAUDERDALE, FL 33312

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2220-2466 NW 52 AVE LAUDERHILL, FL 33313

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TDSUNSHINE PROPERTY MANAGEMENT, LLC, REGISTERED AGENT O/B/O CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. 8181 W. BROWARD BLVD. SUITE 380 PLANTATION, FL 33324

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 15, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

PROPERTY ID # 494126-CK-0410 (TD # 34715)

WARNING

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

THE LAW OFFICES OF PAUL A. KRASKER, P.A. 1615 FORUM PLACE, 5TH FLOOR WEST PALM BEACH, FL 33401

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2240 NW 52 AVENUE #2240, LAUDERHILL, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

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PROPERTY ID # 494126-CK-0410 (TD # 34715)

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OVIDE VAL, ATTORNEY LAW OFFICE OF ATTONEY OVIDE VAL ONE BISCAYNE TOWER 2 SOUTH BISCAYNE BLVD., SUITE 3200 MIAMI, FL 33131

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PROPERTY ID # 494126-CK-0410 (TD # 34715)

WARNING

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HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF RENAISSANCE EQUITY
LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3
C/O OCWEN LOAN SERVICING, LLC
1661 WORTHINGTON ROAD, SUITE 100
WEST PALM BEACH, FL 33409

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PROPERTY ID # 494126-CK-0410 (TD # 34715)

WARNING

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SH 005, LLC 100 S BISCAYNE BLVD 300 MIAMI, FL 33131

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2240 NW 52 AVENUE #2240, LAUDERHILL, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494126-CK-0410 (TD # 34715)

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SH 005 LLC 2240 NW 42 AVENUE #2240 LAUDERHILL, FL 33313

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2240 NW 52 AVENUE #2240, LAUDERHILL, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494126-CK-0410 (TD # 34715)

WARNING

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SH005 LLC 999 NE 131ST ST NORTH MIAMI, FL 33161

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MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

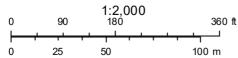
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January 29, 2019



38	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only
35	For delivery information, visit our website at www.usps.com .
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4	CONDOMINIUM ASSOCIATION, IN 8181 W. BROWARD BLVD. SUITE 3	
7018	PLANTATION, FL 33324	

- 1	PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions

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	PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions

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	PO BOX 122015
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	CENTURY GARDEN CONDOMINIUM ASSOCIA	TION, INC.
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נותח	1868 N. UNIVERSITY DRIVE, #205	

25	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only
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	PS Form 3800, April 2015 PSN 7530-02-000H3M7 See Reverse for Instructions

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u	TD 34715 MAY 2019 WARNING CITY OF LAUDERHILL	
	ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313	************

COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ☐ Agent ■ Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, or on the front if space permits. D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No 1. Article Addressed to: **TD 34715 MAY 2019 WARNING** CENTURY GARDEN CONDOMINIUM ASSOCIATION, INC. PO BOX 122015 FT LAUDERDALE, FL 33312 APR 0 5 2019 3. Service Type Adult Signature Restricted Delivery Certified Mail Certified Mail Cellect on Delivery Delivery Restricted Delivery ☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Depistered models of the confirmation of the c 9590 9402 3236 7196 3217 82 ☐ Signature Confirmation™☐ Signature Confirmation 2. Article Number Constant 7018 2290 0001 3407 3546 (over \$500) Restricted Delivery Domestic Return Receipt

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

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. 	A. Signature X Agent Addressee B. Received by (Drings) Name C. Date of Delivery
1. Article Addressed to: TD 34715 MAY 2019 WARNING SH 005, LLC 100 S BISCAYNE BLVD 300 MIAMI, FL 33131	D. Is delivery address different from the 1? Yes If YES, enter delivery address below No
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SUITE 710 - CUMBERLAND BLDG. 800 EAST BROWARD BOULEVARD FORT LAUDERDALE, FL 33301			
800 EAST BROWARD BOULEVARD	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mall® Certified Mall Restricted Delivery Collect on Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise	
800 EAST BROWARD BOULEVARD FORT LAUDERDALE, FL 33301	□ Adult Signature □ Adult Signature Restricted Delivery □ Certified Malk® □ Certified Mall Restricted Delivery □ Collect on Delivery □ Collect on Delivery	☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for	

SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY A. Signature ■ Complete items 1, 2, and 3. ☐ Agent ■ Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received C. Date of Delivery Attach this card to the back of the mailpiece, address different from item P Yes or on the front if space permits. 1. Article Addressed to: D. Is delivery yeddress different from ter inter delivery address belo If YES, **TD 34715 MAY 2019 WARNING** SAVVY HOLDINGS LLC, REGISTERED AGENT OFFICE MIAN O/B/O SHOO5 LLC 100 SOUTH BISCAYNCE BLVD 300 MIAMI, FL 33131 □ Priority Mail Express® □ Registered Mail™ □ Registered Mail Restricted □ Delivery □ Return Receipt for Merchandise □ Signature Confirmation™ □ Signature Confirmation Restricted Delivery 3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail Restricted Delivery Collect on Delivery n Delivery Restricted Delivery 3. Service Type 9590 9402 4654 8323 8674 86 7018 2290 0001 3407 3638 (over \$500) PS Form 3811, July 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 so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A Signature X
1. Article Addressed to:	D. Is delivery address different from item 1? Yes If YES, enter delivery address below:
TD 34715 MAY 2019 WARNING TAX ASSET INVESTMENTS LLC 10 FAIRWAY DRIVE SUITE 132V DEERFIELD BEACH, FL 33441	
9590 9402 3236 7196 3216 90 7018 2290 0001 3407 351	3. Service Type Adult Signature Priority Mail Express® Registered Mail™ Registered Mail™ Registered Mail™ Registered Mail™ Registered Mail™ Registered Mail™ Restricted Delivery Return Receipt for Morchandise Signature Confirmation™ Signature Confirmation™
7018 2290 000 3 3 1 No. 2015 PSN 7530-03-000-9053	□ Insured Mail □ Insured Mail Restricted Delivery (over \$500) □ Insured Mail Restricted Delivery □ Signature Confirmation Restricted Delivery

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

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: TD 34715 MAY 2019 WARNING THE LAW OFFICES OF PAUL A. KRASKER, P.A. 1615 FORUM PLACE, 5TH FLOOR WEST PALM BEACH, FL 33401 	A. Signature X
9590 9402 3236 7196 3219 35 7018 2290 0001 3407 357	3. Service Type □ Adult Signature □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Certified Mail® Restricted Delivery □ Collect on Delivery □ 1 Delivery Restricted Delivery □ 1 Delivery Restricted Delivery □ 1 Delivery Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Restricted Delivery □ Priority Mail Express® □ Registered Mail Restricted Delivery □ Return Receipt for Merchandise □ Signature Confirmation □ Restricted Delivery □ Domestic Return Rescription

PS Form 30 11, July 2015 PSN 7530-02-000-9053

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. 	A. Signatura X B. Received by (Firinted Name)	Agent Addressee C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from If YES, enter delivery address	
TD 34715 MAY 2019 WARNING SUNSHINE STATE CERTIFICATES V, LLLP 7900 MIAMI LAKES DRIVE WEST MIAMI LAKES, FL 33016		
9590 9402 3236 7196 3425 58	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise
2 7018 2290 0001 3407 35	Delivery Restricted Delivery Il Insured Mail Restricted Delivery (over \$500)	☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 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 so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signafulre X
TD 34715 MAY 2019 WARNING HSBC BANK USA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF RENAISSANCE EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-3 C/O OCWEN LOAN SERVICING, LLC 1661 WORTHINGTON ROAD, SUITE 100 WEST PALM BEACH, FL 33409	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
9590 9402 3236 7196 3208 60	3. Service Type
PS Form 3811, July 2015 PSN 7530-02-000-9053	(over \$500) All all Restricted Delivery Restricted Delivery Domestic Return Receipt

COMPLETE THIS SECTION ON	DELIVERY .
A. Signature X Broowbell-Warne B. Received by (Printed Name) Nan Kroadell-Marne	☐ Agent Addressee C. Date of Delivery 4 4 1119
ii 123, enter delivery address	below: No
3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mali® Certified Mali Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery	□ Priority Mail Express® □ Registered Mail™ □ Registered Mail Restricted Delivery □ Return Receipt for Merchandise □ Signature Confirmation™
	B. Received by (Printed Name) D. Is delivery address different from If YES, enter delivery address I Adult Signature Adult Signature Restricted Delivery Certified Mali® Certified Mali Restricted Delivery Collect on Delivery