

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

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Order Date:	04/27/2015	Folio Number:	494125-DH-0190
Internal Tax Deed Number:	35009	Parent Tract No:	NONE
Records Through	04/24/2015		
Updated Through	1/21/2016		

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PROPERTY LOCATED IN BROWARD COUNTY DESCRIBED AS FOLLOWS:

**APARTMENT UNIT #202 IN CASTLE APARTMENTS #14, A CONDOMINIUM, BROWARD COUNTY, FLORIDA, ACCORDING TO ITS DECLARATION OF CONDOMINIUM, INCLUDING ALL OF ITS EXHIBITS, RECORDED IN OFFICIAL RECORDS BOOK 5444 AT PAGE 498, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

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

**Applicant:** HURLEY, JASON

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

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

O.R. Book 48318, Page 972	CASTLE #14 CONDOMINIUM INC
Certificate of Title	4851 NW 21 STREET 202
	LAUDERHILL, FL 33313

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

O.R. Book 44624, Page 133	Washington Mutual Bank
Mortgage	2273 N. Green Valley Parkway, Suite 13
	Henderson, NV 89014

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

O.R. Book 37555, Page 352	Nanette Gentile
Mortgage Deed	475 N.E. Sixth Street
	Boca Raton, FL 33432

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

NONE

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

CASTLE #14 CONDOMINIUM INC  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH FL 33064

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

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

**APPLICATION FOR HOMESTEAD:** NONE

**GROSS ASSESSMENT: \$25,760.00**

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

<u>TYPE</u>	<u>TAX</u>	<u>CERTIFICATE</u>	<u>FACE AMOUNT</u>	<u>CERTIFICATE HOLDER</u>
Tax Deed	2010	35009	\$635.56	HURLEY, JASON
Tax Deed	2011	35009	\$832.62	HURLEY, JASON
Tax Deed	2012	35009	\$939.20	HURLEY, JASON
Tax Deed	2013	35009	\$962.77	HURLEY, JASON
Certificate	2014	7493	\$1156.99	FLORIDA CORAL LIEN INVESTMENTS LLC
CAPONE, NA CL TRL ASSIGNEE OF FL CORAL LIEN INV'				

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

BY: *Mitch Wilson*

By: *Antoinette Black*

Authorized Signature

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

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 35009**

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: 494125-DH-0190  
Certificate Number: 9489  
Date of Issuance: 05/17/2011  
Certificate Holder: HURLEY, JASON  
Description of Property: CASTLE APTS 14 CONDO  
UNIT 202

ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5444, PAGE 498, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Name in which assessed: CASTLE #14 CONDOMINIUM INC  
Legal Titleholders: CASTLE #14 CONDOMINIUM INC  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH, FL 33064

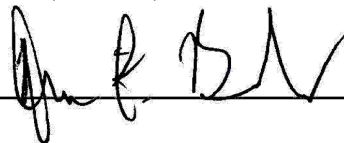
All of said property being in the County of Broward, State of Florida.

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 June, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 12th day of May, 2016.

Bertha Henry  
County Administrator  
RECORDS, TAXES, AND TREASURY DIVISION

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

Dana F. Buker  
Deputy

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

Publish: DAILY BUSINESS REVIEW  
Issues: 05/12/2016, 05/19/2016, 05/26/2016 & 06/02/2016  
Minimum Bid: 8721.44

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

CERTIFICATE OF MAILING NOTICES

Tax Deed # 35009

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 2nd day of May 2016, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

<b>CITY OF LAUDERHILL</b> ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL FL 33313	<b>FLORIDA CORAL LIEN INVESTMENTS LLC</b> CAPONE, NA CL TRL ASSIGNEE OF FL CORAL LIEN INV' 8593 SOLUTION CENTER CHICAGO, IL 60677-8005	<b>CASTLE #14 CONDOMINIUM INC</b> 4851 NW 21 STREET 202 LAUDERHILL FL 33313
<b>CASTLE #14 CONDOMINIUM, INC.</b> C/O BENCHMARK PROPERTY MGMT 7932 WILES RD CORAL SPRINGS, FL 33067	<b>CASTLE #14 CONDOMINIUM, INC.</b> C/O KAYE BENDER REMBAUM 1200 PARK CENTRAL BLVD., SOUTH POMPANO BEACH, FL 33064	<b>CASTLE #14 CONDOMINIUM INC</b> 1200 PARK CENTRAL BLVD S POMPANO BEACH FL 33064
<b>NANETTE GENTILE</b> 475 N.E. SIXTH STREET BOCA RATON, FL 33432	<b>WASHINGTON MUTUAL BANK</b> 2273 N. GREEN VALLEY PARKWAY, SUITE 14 HENDERSON, NV 89014	<b>WASHINGTON MUTUAL BANK</b> 2273 N. GREEN VALLEY PARKWAY, SUITE 13 HENDERSON, NV 89014
		<b>CHASE BANK</b> 2273 N. GREEN VALLEY PARKWAY HENDERSON, NV 89014

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

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

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2nd day of May 2016 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

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

401-316 Revised 05/13

**BROWARD DAILY BUSINESS REVIEW**

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

**STATE OF FLORIDA COUNTY  
OF BROWARD:**

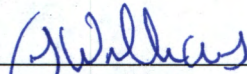
Before the undersigned authority personally appeared G. WILLIAMS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that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

35009  
NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER: 9489

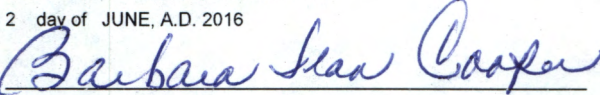
in the XXXX Court,  
was published in said newspaper in the issues of

05/12/2016 05/19/2016 05/26/2016 06/02/2016


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



Sworn to and subscribed before me this  
2 day of JUNE, A.D. 2016



(SEAL)  
G. WILLIAMS personally known to me

  
**BARBARA JEAN COOPER**  
MY COMMISSION #FF157161  
EXPIRES September 4, 2018  
(407) 398-0153 FloridaNotaryService.com

**Board of  
County Commissioners,  
Broward County, Florida  
Finance and Administrative  
Services Department  
RECORDS, TAXES & TREASURY  
NOTICE OF APPLICATION  
FOR TAX DEED NUMBER 35009**  
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: 494125-DH-0190  
Certificate Number: 9489  
Date of Issuance: 05/17/2011  
Certificate Holder:  
HURLEY, JASON  
Description of Property:  
CASTLE APTS 14 CONDO  
UNIT 202  
ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5444, PAGE 498, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.  
Name in which assessed:  
CASTLE #14 CONDOMINIUM INC  
Legal Titleholders:  
CASTLE #14 CONDOMINIUM INC  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH, FL 33064  
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 June, 2016. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:  
broward.deedauction.net  
\*Pre-registration is required to bid.  
Dated this 12th day of May, 2016.  
Bertha Henry  
County Administrator  
RECORDS, TAXES, AND  
TREASURY DIVISION  
(Seal)  
By: Dana F. Buker  
Deputy  
This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.  
Minimum Bid: 8721.44  
401-314  
5/12-19-26 6/2 16-21/0000098707B



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

**DATE: May 2, 2016**

**PROPERTY ID # 494125-DH-0190 (TD # 35009)**

# WARNING

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

**AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4851 NW 21 STREET 202 LAUDERHILL FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.**

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

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

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

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

\* Amount due if paid by May 31, 2016 .....\$ 6,144.53

Or

\* Amount due if paid by June 14, 2016 .....\$ 6,216.77

**\*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 JUNE 15, 2016 UNLESS THE BACK TAXES ARE PAID.**

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

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

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

**RETURN OF SERVICE**

Assignment: 10946 Service Sheet # 16-021341  
"SERVE A.S.A.P. - RETURN TO TAX NOTICE TRAY"  
BROWARD COUNTY, FL vs. CASTLE #14 CONDOMINIUM INC TD 35000 CASE  
TAX SALE NOTICE COUNTY/BROWARD DEPENDANT HEARING DATE  
CASTLE #14 CONDOMINIUM INC 1200 PARK CENTRAL BLVD S  
POMPANO BEACH, FL 33064 5/12/15 10 AM CF 10246  
Received this process on 5/12/2016

14279  
BROWARD COUNTY REVENUE-DELINQ TAX SECTION  
115 S. ANDREWS AVENUE  
FT LAUDERDALE, FL 33301

Served  
 Not Served - see comments  
5/13/15 at 1037 hrs  
Date Time

REBECCA LEDER, SUPV.  
Attorney  
9884

CASTLE #14 CONDOMINIUM INC, in Broward County, Florida, by serving the within named person a true copy of the writ, with the date and time of service endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the following method:

**INDIVIDUAL SERVICE**

**SUBSTITUTE SERVICE:**

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

**CORPORATE SERVICE:**

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

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

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

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

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

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

**OTHER RETURNS:** See comments

COMMENTS: 5/13/15 @ 1037 Philaming Whitson 900/15  
SVK

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

SCOTT J. ISRAEL, SHERIFF  
BROWARD COUNTY, FLORIDA

BY: C. Facen  
Charles Facen

ORIGINAL



FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
**PROPERTY ID # 494125-DH-0190 (TD # 35009)**

# WARNING

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

RECEIVED SHERIFF  
2016 MAY 10 AM 8:31  
BROWARD COUNTY, FLORIDA

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

## NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amount below):

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

\* Amount due if paid by May 31, 2016 .....\$ 6,144.53

Or

\* Amount due if paid by June 14, 2016 .....\$ 6,216.77

\*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 JUNE 15, 2016 UNLESS THE BACK TAXES ARE PAID.

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

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

**PLEASE SERVE THIS ADDRESS OR LOCATION**

**CASTLE #14 CONDOMINIUM INC  
1200 PARK CENTRAL BLVD S  
POMPAÑO BEACH FL 33064**

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



Assignment: 9199 Service Sheet # 18-021330  
\*\*SERVE A.S.A.P. RETURN TO TAX NOTICE TRAY\*\*  
BROWARD COUNTY, FL vs. CASTLE #14 CONDOMINIUM INC TD 35000  
PLAINTIFF VS. DEFENDANT CASE  
TAX SALE NOTICE COUNTY/BROWARD 6/15/2016  
TYPE OF WRIT COURT HEARING DATE  
CASTLE #14 CONDOMINIUM INC SERVE 4851 NW 21 STREET #202  
LAUDERHILL, FL 33313

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

Received this process on 5-11-16 1000  
Date 5/10/2016  
DW9199

Served  
 Not Served - see comments  
5-12-16 at 1150  
Date Time

CASTLE #14 CONDOMINIUM INC, in Broward County, Florida, by serving the within named person a true copy of the writ, with the date and time of service endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the following method:

INDIVIDUAL SERVICE

SUBSTITUTE SERVICE:

At the defendant's usual place of abode on "any person residing therein who is 15 years of age or older", to wit:

\_\_\_\_\_ in accordance with F.S. 48.031(1)(a)

To \_\_\_\_\_ the defendant's spouse, at \_\_\_\_\_ in accordance with F.S. 48.031(2)(a)

To \_\_\_\_\_ the person in charge of the defendant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to serve the defendant have been made at the place of business

CORPORATE SERVICE:

To \_\_\_\_\_ holding the following position of said corporation \_\_\_\_\_ in the absence of any superior officer in accordance with F.S. 48.081

To \_\_\_\_\_ an employee of defendant corporation in accordance with F.S. 48.081(3)

To \_\_\_\_\_ as resident agent of said corporation in accordance with F.S. 48.091

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

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

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

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

OTHER RETURNS: See comments

COMMENTS: 5-12-16 1150 posted

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

SCOTT J. ISRAEL, SHERIFF  
BROWARD COUNTY, FLORIDA

BY: Danny Wright 9189  
Danny Wright D.S.

ORIGINAL



FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
PROPERTY ID # 494125-DH-0190 (TD # 35009)

RECEIVED SHERIFF  
2016 MAY 10 AM 8:31  
BROWARD COUNTY, FLORIDA

# 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

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

**PLEASE SERVE THIS ADDRESS OR LOCATION**

**CASTLE #14 CONDOMINIUM INC  
4851 NW 21 STREET 202  
LAUDERHILL FL 33313**

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

10

**In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida**

CASTLE #4 CONDO INC  
Plaintiff

CACE-10-040379  
Division: 09

VS.

MONTOYA, ELVIA J; WASHINGTON MUTUAL BANK  
Defendant

**Certificate of Title**

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on November 02, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

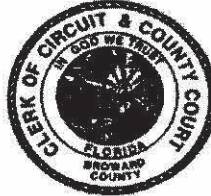
**Apartment Unit #202, in CASTLE APARTMENTS #14, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 5444 at Page 498, of the Public Records of Broward County, Florida and all amendments thereto.**

which property is located at the street address of:

**4851 NW 21st Street #202  
Lauderhill, FL 33313**

Was sold to: CASTLE #14 CONDOMINIUM, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION  
1200 PARK CENTRAL BOULEVARD SOUTH POMPANO BEACH, FL, 33064

Witness my hand and the seal of this court on November 15, 2011.



Howard C. Forman, Clerk of Circuit Courts  
Broward County, Florida

Total consideration: \$600.00  
Doc Stamps: \$4.20



Recording requested by and when recorded ~~at~~:  
CONSUMER LOAN RECORDS CENTER  
1170 SILBER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTTX  
This Mortgage was prepared by:  
MICHELLE KENYON  
WASHINGTON MUTUAL BANK  
3990 S BABCOCK ST  
MELBOURNE, FL 32901-8212



478777  
**WaMu Equity Plus™  
MORTGAGE**

Loan number: 0752844829

THIS MORTGAGE is from:  
ELVIA J. MONTOYA, A MARRIED WOMAN, WHO ACQUIRED TITLE AS A SINGLE WOMAN,  
NOW JOINED BY HER SPOUSE, YHON JAIRO VARGAS

whose address is:

4851-NW 21ST ST APT 202 LAUDERHILL, FL 33313-3401

("Borrower"); in favor of:

WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV-89014 ("LENDER") AND ITS SUCCESSORS OR ASSIGNS.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in BROWARD County, Florida, described below, and all rights and interest in it Borrower ever gets:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF FLORIDA, COUNTY OF BROWARD CITY OF LAUDERHILL, AND DESCRIBED AS FOLLOWS:

APARTMENT UNIT #202 IN CASTLE APARTMENTS #14, A CONDOMINIUM, BROWARD COUNTY, FLORIDA, ACCORDING TO ITS DECLARATION OF CONDOMINIUM, INCLUDING ALL OF ITS EXHIBITS, RECORDED IN OFFICIAL RECORDS BOOK 5444 AT PAGE 498, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

When recorded return to:  
First American Title Insurance  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
ATTN: NSS TEAM

Tax Parcel Number: 19125-DH-01900 together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

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0752844829

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

**2. Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a WaMu Equity Plus(TM) Agreement and Disclosure with Lender with a maximum credit limit of \$35,000.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 06/15/2037 (the "Maturity Date"). All of this money is called the "Debt." In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within twenty (20) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Paragraph 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

**3. Representations of Borrower.** Borrower represents that:

- (a) Borrower is the owner of the Property, which is unencumbered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and
- (b) The Property is not used for any agricultural or farming purposes.

**4. Promises of Borrower.** Borrower promises:

- (a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;
- (b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
- (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and
- (f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may



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reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

**5. Sale, Transfer or Further Encumbrance of Property.** The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

**6. Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this paragraph, Lender is not obligated to do so.

**7. Remedies for Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower doesn't pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Paragraph 7(a) above, Lender may institute an action to foreclose this Mortgage under Florida law. Lender may seek any other remedies available to it under applicable Florida law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Paragraph 7(a) above, institute any other remedies available to a creditor under Florida law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Florida.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

**9. Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to

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prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a Release Fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

11. **Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

12. **Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one (1) person shall be read to refer to more than one (1) person if two (2) or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Florida. In the event of any action hereunder or related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

If this box is checked, \_\_\_\_\_ joins in the execution and delivery of this Mortgage to induce Lender to make the loan and to create a valid, enforceable lien under Florida homestead law, \_\_\_\_\_ does not undertake any responsibility for payments of the note secured by this Mortgage or the performance of any warranties, terms, or conditions of the Mortgage.

13. **Riders.** If one (1) or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider

Other: \_\_\_\_\_  
(specify)

Planned Unit Development Rider

0752844829

DATED at LAUDERDALE LAKES this 11 day of JUNE, 2007

BORROWER(S):

Elvia J. Montoya  
ELVIA J MONTAYA

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

[Signature]  
YHON JAIRO VARGAS

THIS IS NOT AN  
OFFICIAL COPY

0752844829

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 11 day of JUNE, 2007 by:

ELVIA J MONTOYA and  
YHON JAIRO VARGAS and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

who is/are personally known to me or has produced FLDL as identification.

NOTARY PUBLIC  
OFFICIAL COPY  
Printed/Typed Name: NEVILLE BUCHANAN  
Notary public in and for the state of FLORIDA  
Commission Number: DD 444612





Recording requested by Law  
when recorded return to:  
CONSUMER LOAN RECORDS CENTER  
1170 SILBER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTTX

This document was prepared by:  
MICHELLE KENYON  
WASHINGTON MUTUAL BANK  
3990 S BARCOCK ST  
MELBOURNE, FL 32901-8212

THIS IS NOT AN OFFICIAL COPY



**CONDOMINIUM RIDER**

Loan Number: 0752844829

**THIS CONDOMINIUM RIDER** is made this 11th day of June, 2007 and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with:

WASHINGTON MUTUAL BANK ("Lender"). The Security Instrument covers certain real property located at:  
4851 NW 21ST ST APT 202  
LAUDERHILL, FL 33313-3401

and described more fully therein. Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as CASTLE APARTMENTS #14 (herein "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.

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**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; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

**B. Hazard 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 against fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument 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 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 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 therein with the excess, if any, paid to Borrower.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

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F. **Voting Rights; Notice of Meetings.** Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.

G. **No Liability.** Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

H. **Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

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

*Elvia J. Montoya*  
ELVIA J MONTOYA

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OR MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

*[Signature]*  
YHON JARRA VARGAS

MONTOYA  
13054618 FL  
FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE





PREPARED BY AND RETURN TO:  
Larry A. Rothenberg, Esq.  
RELIANCE TITLE COMPANY  
815 Coral Ridge Drive  
Coral Springs, Florida 33071

MORTGAGE DEED

RAMCO FORM RE35

**THIS MORTGAGE DEED**

Executed the 21<sup>ST</sup> day of May, A.D. 2004 by ELVIA J. MONTOYA, 4851 N.W. 21<sup>ST</sup> ST. #202 LAUDERHILL, FL 33313, hereinafter called the mortgagor to:

NANETTE GENTILE  
475 N.E. Sixth Street, Boca Raton, Florida 33432  
hereinafter called the Mortgagee:

Wherever used herein the terms "mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

**WITNESSETH**, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all the certain land of which the mortgagor is now seized and in possession situated in **Broward County, Florida**, viz:

Apartment Unit #202 of CASTLE APARTMENTS #14 a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 5444, Page 498 of the Public Records of Broward County, Florida.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage Deed. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of the Mortgage Deed.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which mortgagor must pay all sums secured by this Mortgage Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage Deed without further notice or demand on Mortgagor.

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

**AND** the mortgagor covenants with the Mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required: that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**PROVIDED ALWAYS**, that if said mortgagor shall pay unto said Mortgagee the certain promissory note hereinafter substantially copied or identified to wit:

EM,  
3

## NOTE

\$15,000.00  
May 21, 2004

Coral Springs, Florida

FOR VALUE RECEIVED, the undersigned promises to pay to NANETTE GENTILE, in the manner hereinafter specified, the principal sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) with interest from date at the rate of TWELVE PERCENT (12%), per annum on the balance from time to time remaining unpaid. The said interest only shall be payable in lawful money of the United States of America at 475 N.E. 6<sup>TH</sup> STREET, BOCA RATON, FLORIDA 33432 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

INTEREST ONLY PAYMENTS IN THE AMOUNT OF \$150.00 COMMENCING JUNE 21, 2004 AND CONTINUING ON THE 21<sup>ST</sup> DAY OF EACH MONTH THEREAFTER FOR A PERIOD OF 120 MONTHS, AT WHICH TIME ALL PRINCIPAL AND ACCRUED INTEREST, IF ANY, SHALL BE PAID IN FULL. IN THE EVENT THIS NOTE IS PAID OFF IN PART OR IN FULL AT ANYTIME WITHIN 2 YEARS FROM THE DATE HEREOF BORROWER AGREES TO PAY AN AMOUNT EQUAL TO THE BALANCE OF INTEREST THAT WOULD HAVE BEEN DUE THROUGH THE END OF THE 24<sup>TH</sup> MONTH. IN THE EVENT PAYMENT IS NOT RECEIVED BY HOLDER BY THE 2<sup>ND</sup> DAY OF THE MONTH THERE SHALL BE AN ADDITIONAL \$25.00 LATE FEE DUE HOLDER. IN THE EVENT PAYMENT SHALL BE RECEIVED BY HOLDER AT ANY TIME MORE THAN 30 DAYS AFTER THE 21<sup>ST</sup> OF THE MONTH (30 DAYS LATE) THE INTEREST RATE HEREIN SHALL BE INCREASED TO 13% FOR THE BALANCE OF THE TERM OF THE LOAN.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein, or in the performance of any of the agreements contained herein, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether to be brought or not, if, after maturity of this note or default hereunder, counsel shall be employed to collect this note.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

MAKERS ADDRESS:

4851 NW 21<sup>ST</sup> STREET, #202  
LAUDERHILL, FLORIDA 33313

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ELVIA J. MONTROYA

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer not waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value with a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within 15 days after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, EM



become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed there presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Lorraine Falcone Jones*  
Printed Name **LORRAINE FALCONE JONES**

*Elvia J. Montoya*  
ELIVA J. MONTOYA  
4851 N.W. 21<sup>ST</sup> STREET, # 202  
LAUDERHILL, FLORIDA 33313

*Jennifer M. Chason*  
Printed Name **Jennifer M. Chason**

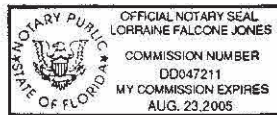
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STATE OF FLORIDA  
COUNTY OF BROWARD

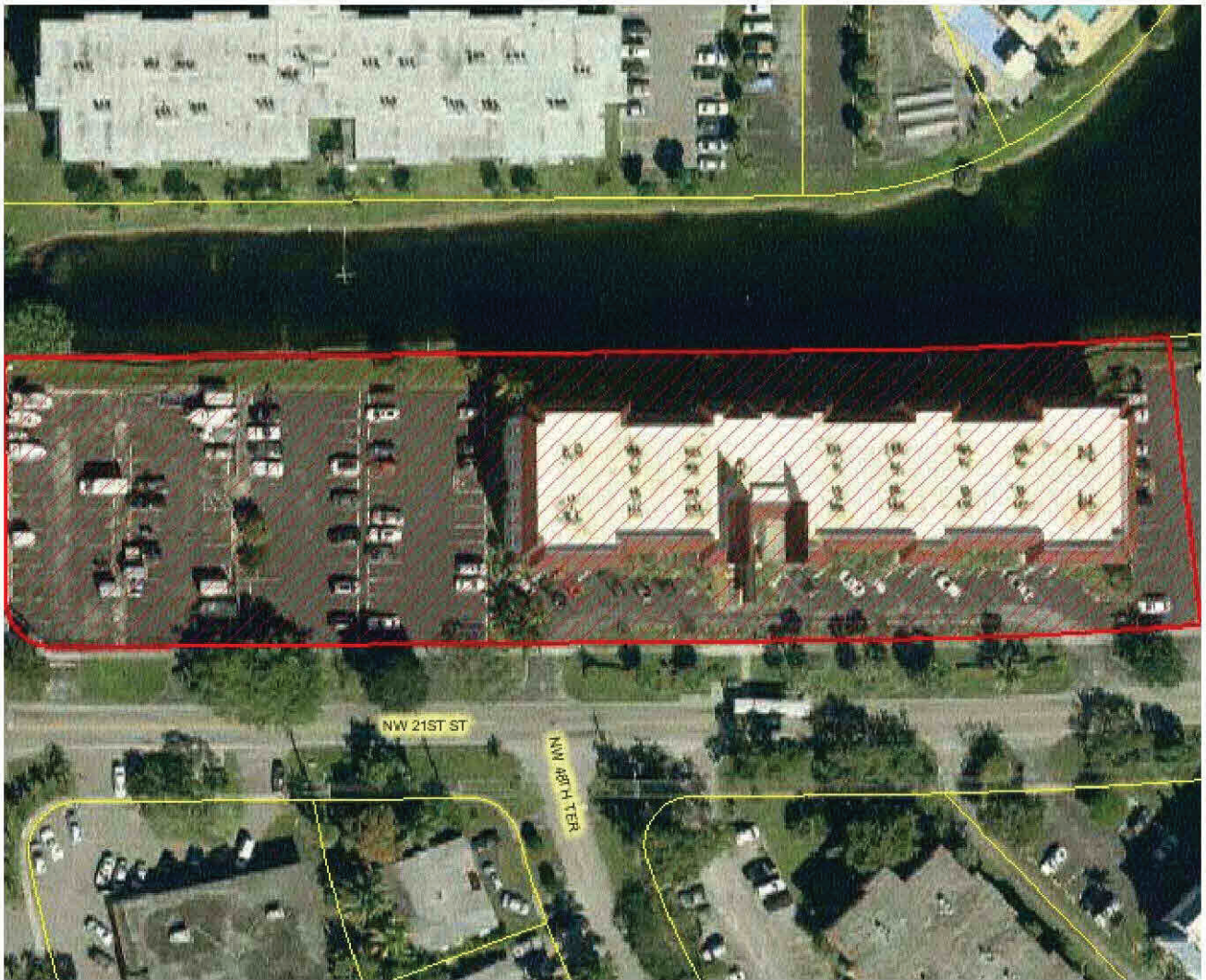
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **ELVIA J. MONTOYA** who is personally known to me or has produced a **Drivers License** as identification and to me known to the person (s) described in and who executed the foregoing instrument and whom acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **21<sup>ST</sup>** day of **May**, 2004.

(SEAL)

*Lorraine Falcone Jones*  
NOTARY PUBLIC  
**LORRAINE FALCONE JONES**





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Postage	\$
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or PO Box No.  
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**TD 35009 JUNE 2016 WARNING  
CHASE BANK  
2273 N. GREEN VALLEY PARKWAY  
HENDERSON, NV 89014**



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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
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Total Post

TD 35009 JUNE 2016 WARNING  
WASHINGTON MUTUAL BANK  
2273 N. GREEN VALLEY PARKWAY,  
SUITE 13  
HENDERSON, NV 89014

Sent To  
Street, Apt.  
or PO Box #  
City, State, \*

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement)	
Total Postage	

Postmark  
Here

TD 35009 JUNE 2016 WARNING  
CASTLE #14 CONDOMINIUM INC  
1200 PARK CENTRAL BLVD S  
POMPANO BEACH FL 33064

Sent To  
Street, Apt  
or PO Box  
City, State, ZIP+4

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7010 1060 0001 0529 4408

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total Postage

TD 35009 JUNE 2016 WARNING  
CASTLE #14 CONDOMINIUM INC  
4851 NW 21 STREET 202  
LAUDERHILL FL 33313

Sent To  
Street, Apt. #  
or PO Box #  
City, State, ZIP



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7010 1060 0001 0529 4392

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Del <sup>y</sup> (Endorsement I <sup>tem</sup> )		
Total Postag <sup>e</sup>		
<i>Sent To</i>		
<i>Street, Apt. N<sup>o</sup> or PO Box No.</i>		
<i>City, State, ZIP+4</i>		

**TD 35009 JUNE 2016 WARNING  
WASHINGTON MUTUAL BANK  
2273 N. GREEN VALLEY PARKWAY,  
SUITE 14  
HENDERSON, NV 89014**

PS Form 3800, August 2006

See Reverse for Instructions

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**OFFICIAL USE**

7010 1060 0001 0529 4385

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total F

TD 35009 JUNE 2016 WARNING  
CASTLE #14 CONDOMINIUM, INC.  
C/O KAYE BENDER REMBAUM  
1200 PARK CENTRAL BLVD., SOUTH  
POMPANO BEACH, FL 33064

Sent To

Street,  
or PO B

City, State, ZIP+4

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**OFFICIAL USE**

7010 1060 0001 0529 4378

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Restricted)	
Restricted Dr (Endorsement)	
Total Postage	

Postmark  
Here

TD 35009 JUNE 2016 WARNING  
FLORIDA CORAL LIEN INVESTMENTS LLC  
CAPONE, NA CL TRL ASSIGNEE OF  
FL CORAL LIEN INV'  
8593 SOLUTION CENTER  
CHICAGO, IL 60677-8005

Sent To

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

City, State, ZIP+4



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**OFFICIAL USE**

7010 1060 0001 0529 4361

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery (Endorsement)	

Postmark  
Here

**TD 35009 JUNE 2016 WARNING**  
**NANETTE GENTILE**  
**475 N.E. SIXTH STREET**  
**BOCA RATON, FL 33432**

Total Postage

Sent To

Street, Apt. No.  
or PO Box No.

City, State, ZIP+4

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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement)	

Postmark  
Here

Restricted D.  
(Endorsement)

**TD 35009 JUNE 2016 WARNING  
CASTLE #14 CONDOMINIUM, INC.  
C/O BENCHMARK PROPERTY MGMT  
7932 WILES RD  
CORAL SPRINGS, FL 33067**

Total Postage

Sent To

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

City, State, ZIP+4

U.S. Postal Service <sup>TM</sup>  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7010 1060 0001 0529 4347

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement F)	
Restricted Deliv (Endorsement F)	
Total Postage	

Postmark  
Here

**TD 35009 JUNE 2016 WARNING**  
**CITY OF LAUDERHILL**  
**ATTN: ANA SANCHEZ**  
**5581 W OAKLAND PARK BLVD**  
**LAUDERHILL FL 33313**

Sent To  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD 35009 JUNE 2016 WARNING  
 NANETTE GENTILE  
 475 N.E. SIXTH STREET  
 BOCA RATON, FL 33432

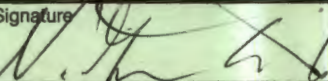


9590 9402 1349 5285 4527 43

2. Article Number (Transfer from service label)

7010 1060 0001 0529 4361

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature   Agent  
 Addressee
- B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery 5/11/14
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Description  
 TD 35009 JUNE 2016 WARNING  
 FLORIDA CORAL LIEN INVESTMENTS LLC  
 CAPONE, NA CL TRL ASSIGNEE OF  
 FL CORAL LIEN INV'  
 8593 SOLUTION CENTER  
 CHICAGO, IL 60677-8005



9590 9402 1349 5285 4527 36

2. Article Number (Transfer from service label)  
 7010 1060 0001 0529 4378

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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



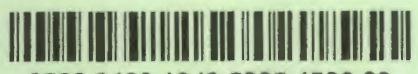
3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™               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

**SENDER: COMPLETE THIS SECTION**

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

1. A

TD 35009 JUNE 2016 WARNING  
 CASTLE #14 CONDOMINIUM INC  
 1200 PARK CENTRAL BLVD S  
 POMPANO BEACH FL 33064



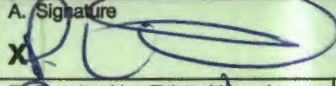
9590 9402 1349 5285 4526 82

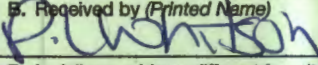
2. Article Number (Transfer from carrier label)

7010 1060 0001 0529 4415

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X   Agent  
 Addressee

B. Received by (Printed Name)  


C. Date of Delivery

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

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

(over \$500) Delivery Domestic Return Receipt



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD 35009 JUNE 2016 WARNING  
 CASTLE #14 CONDOMINIUM, INC.  
 C/O KAYE BENDER REMBAUM  
 1200 PARK CENTRAL BLVD., SOUTH  
 POMPANO BEACH, FL 33064



9590 9402 1349 5285 4527 29

2. Article Number (Transfer from service label)

7010 1060 0001 0529 4385

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

*[Handwritten Name]*

C. Date of Delivery

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

- Yes
- No

3. Service Type

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

Restricted Delivery (over \$500)

SENDER: COMPLETE THIS SECTION

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

1. Article  
 TD 35009 JUNE 2016 WARNING  
 CITY OF LAUDERHILL  
 ATTN: ANA SANCHEZ  
 5581 W OAKLAND PARK BLVD  
 LAUDERHILL FL 33313



9590 9402 1349 5285 4527 67

2. Article Number (Transfer from service label)

7010 1060 0001 0529 4347

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 X *[Signature]*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article

TD 35009 JUNE 2016 WARNING  
 CASTLE #14 CONDOMINIUM, INC.  
 C/O BENCHMARK PROPERTY MGMT  
 7932 WILES RD  
 CORAL SPRINGS, FL 33067



9590 9402 1349 5285 4527 50

2. Article Number (Transfer from service label)

7010 1060 0001 0529 4354

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Luz Coppola*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/11/16

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

3. Service Type

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

(over \$500)

Domestic Return Receipt