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

Order Date: 08	3/01/201	.6		Folio Number: 4941 28 CH 0220
Internal Tax De	eed Num	ber: 36427		Parent Tract No:
Records Throu	gh: 07/2	5/2016		
Updated Thro	ugh:09/1	2/2016		
PROPERTY LOCA	ATED IN B	ROWARD COUNT	/ DESCRIBED AS FO	LLOWS:
according Records H County, H	g to t Book 5 Florid	he Declara 210, Page ' a.	tion of Cond 741, of the	MINIUM APTS., BUILDING NO. 32, Nominium recorded in Official Public Records of Broward
TO: Records, Ta	xes & Tre	asury Division, De	linquent Tax Depar	tment, Broward County
Applicant : IDE	ETECHN	OLOGIES, INC		
				ursuant to chapter 197.502 and 197.522 of the Florida Statutes, prior to the sale of the property:
APPARENT TITL	E HOLDER	& ADDRESS AS IN	IDEXED IN THE PUB	LIC RECORDS OF BROWARD COUNTY, FLORIDA
O.R. Book 3370	8 , Page 3	53	SHERM	AN,ROBERT W III EST
WARRANTY DE	ED			RT W SHERMAN IV
				NRISE LAKES DRIVE N 210 E , FLORIDA 33322
			SUNKIS	E, FLORIDA 33322
MORTGAGEE AI	ND ADDRI	ESS OF RECORD AS	S INDEXED IN THE P	UBLIC RECORDS OF BROWARD COUNTY, FLORIDA
O.R. Book 3466				RUST BANK
MORTGAGE			2300 NO	RTH UNIVERSITY DRIVE
			SUNRISE	, FLORIDA 33322
LIEN HOLDER AI NONE	ND ADDRI	ESS OF RECORD A	S INDEXED IN THE P	UBLIC RECORDS OF BROWARD COUNTY, FLORIDA
	DRESS OF	RECORD ON CURF	RENT TAX ROLL	
				AN,ROBERT W III EST
				RT W SHERMAN IV
			507 CIR	
			JUPITE	R FL 33458-7515
NAME AND ADD	DRESS OF	ESCROW AGENT:	NONE	
NAME AND ADD	DRESS OF	TAX PAYING AGE	NT: NONE	
APPLICATION FO	OR HOME	STEAD: NONE		
GROSS ASSESSN	1ENT; \$28	3,010.00		
UNPAID OR OM	ITTED YE	ARS TAXES (Only I	nclude the Years wi	th Certificates)
<u>TYPE</u>	<u>TAX</u>	<u>CERTIFICATE</u>	FACE AMOUNT	<u>CERTIFICATE HOLDER</u>
1	2015	7605	\$899.44	HURLEY ARTHUR J
I	2014	8314	\$748.52	IDE TECHNOLOGIES, INC
L	2013	8521	\$692.66	DYC CERTIFICATES LLC
L	2012	8608	\$256.76	IDE TECHNOLOGIES, INC

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: *A. Black* By: *A. Black* Authorized Signature



NEXT









### Click here to display your 2016 Tax Bill.

Site Address	8021 SUNRISE LAKES DRIVE N #210, SUNRISE	ID #	4941 28 CH 0220
Property Owner	SHERMAN, ROBERT WILLEST	Millage	2112
	%ROBERT W SHERMAN IV	Use	04
Mailing Address	507 CIRCLE E JUPITER FL 33458-7515	1	(1953)

Abbreviated	SUNRISE LAKES 32 CONDO UNIT 210
Legal Description	

### 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).

Click	here to see 20		erty Assessment Values d Taxable Values to be re		2016 tax bill.
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Тах
2017	\$3,820	\$34,420	\$38,240	\$30,810	
2016	\$3,820	\$34,420	\$38,240	\$28,010	\$864.02
2015	\$3,400	\$30,630	\$34,030	\$25,470	\$815.94

IMPORTANT: The 2017 values currently shown are "roll over" values from 2016. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2017, to see the actual proposed 2017 assessments and portability values.

	2017 Exemptions and	Taxable Values by Taxi	ng Authority	
	County	School Board	Municipal	Independent
Just Value	\$38,240	\$38,240	\$38,240	\$38,240
Portability	0	0	0	0
Assessed/SOH	\$30,810	\$38,240	\$30,810	\$30,810
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$30,810	\$38,240	\$30,810	\$30,810

Sales History Search Subdivision Sales				Li	and Calculations	
Date	Туре	Price	Book/Page or CIN	Price	Factor	Туре
8/14/2002	WD	\$36,000	33708 / 353		Sector Sector Sector	

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

### **CERTIFICATE OF MAILING NOTICES**

### Tax Deed # 36427

### STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1<sup>st</sup> day of December 2016, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

CITY OF SUNRISE ATTN CITY ATTY'S OFFICE 10770 W OAKLAND PARK BLVD SUNRISE, FL 33351

SUNRISE LAKES CONDOMINIUM ASSOCIATION PHASE I, INC. 8100 SUNRISE LAKES DRIVE NORTH SUNRISE, FL 33322

SUNRISE LAKES CONDOMINIUM ASSOCIATION PHASE I, INC. C/O JENNINGS & VALANCY, P.A. 311 SE 13TH STREET FT. LAUDERDALE, FL 33316 SHERMAN,ROBERT W III EST %ROBERT W SHERMAN IV 8021 SUNRISE LAKES DR 210 SUNRISE FL 33322

SOUTH TRUST BANK 2300 NORTH UNIVERSITY DRIVE SUNRISE, FLORIDA 33322 SHERMAN,ROBERT W III EST %ROBERT W SHERMAN IV 507 CIRCLE E JUPITER FL 33458-7515

HURLEY ARTHUR J 3500 S W 121 AVE DAVIE, FL 33330-1629

### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY SHERIFF'S DEPT ATTN: CIVIL DIVISION FT. LAUDERDALE, FL 33315

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

BROWARD COUNTY WATER & WASTEWATER 2555 W. COPANS RD POMPANO BEACH, FL 33069 BROWARD COUNTY PUBLIC WORKS DEPT REAL PROPERTY SECTION 115 S ANDREWS AVE, ROOM 326 FORT LAUDERDALE FL 33301

BROWARD COUNTY CODE & ZONING ENFORCEMENT SECTION PLANNING & DEVELOPMENT MANAGEMENT DIVISION ENVIRONMENTAL PROTECTION & GROWTH MANAGEMENT DEPT ONE NORTH UNIVERSITY DRIVE, MAILBOX 102 PLANTATION, FL 33324

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIV RIGHT OF WAY SECTION ONE N. UNIVERSITY DR., STE 300-B PLANTATION. FL 33324

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 1<sup>st</sup> day of December 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

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

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 36427

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:	494128-CH-0220
Certificate Number:	8608
Date of Issuance:	06/01/2013
Certificate Holder:	IDE TECHNOLOGIES, INC
Description of Property:	SUNRISE LAKES 32 CONDO
	UNIT 210
A condominium, according	to the declaration of condominium recorded on O R Book 5210, Page 741, and all exhibits and amendments

A condominium, according to the declaration of condominium recorded on O R Book 5210, Page 741, and all exhibits and amendments thereof, Public Records of Broward County, FL

Name in which assessed: Legal Titleholders: SHERMAN,ROBERT W III EST %ROBERT W SHERMAN IV SHERMAN,ROBERT W III EST %ROBERT W SHERMAN IV 507 CIRCLE E JUPITER, FL 33458-7515

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 18th day of January , 2017. 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 15th day of December , 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:
 12/15/2016, 12/22/2016, 12/29/2016 & 01/05/2017

 Minimum Bid:
 4280.17

401-314

### 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

### 36427

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 8608

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

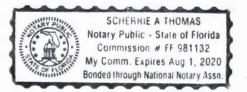
### 12/15/2016 12/22/2016 12/29/2016 01/05/2017

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 5 davlof JANUARY. A.D. 2017

(SEAL) GUERLINE WILLIAMS personally known to me



**Board** of **County Commissioners**, **Broward County, Florida Finance and Administrative** Services Department RECORDS, TAXES & TREASURY NOTICE OF APPLICATION FOR TAX DEED NUMBER 36427 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: 494128-CH-0220 Certificate Number: 8608 Date of Issuance: 06/01/2013 Certificate Holder: IDE TECHNOLOGIES, INC Description of Property:

SUNRISE LAKES 32 CONDO UNIT 210 A condominium, according to

the declaration of condominium recorded on O R Book 5210, Page 741, and all exhibits and amendments thereof, Public Records of Broward County, FL Name in which assessed:

SHERMAN, ROBERT W III EST %ROBERT W SHERMAN IV Legal Titleholders:

SHERMAN; ROBERT W III EST %ROBERT W SHERMAN IV 507 CIRCLE E JUPITER, FL 33458-7515

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 18th day of January, 2017. Pre-

# SEE ATTACHED

adding 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 15th day of December, 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: 401-314 4280.17

12/15-22-29 1/5 16-9/0000169726B

# BROWARD COUNTY SHERIFF'S OFFICE P.O. BOX 9507 FORT LAUDER DALE, FLORIDA 33310

## RETURN OF SERVICE

LC IC	SALE NOTICE VS. COUNT	CASE 1/18/2017
	TYPE OF WRIT	COURT HEARING DATE
SHE	RMAN, ROBERT WILLEST SERVE 8021 S	UNRISE LAKES DRIVE #210
	C/O ROBERT W SHERMAN W	SE, FL 33322 Received this process on 12 8 14 028
	······································	12/8/2016 7624
	14279	Date
	BROWARD COUNTY REVENUE-DELING TAX SECTION 115 S. ANDREWS AVENUE, ROOM A-100	Served
	FT LAUDERDALE, FL 33301	Not Served – see comments
	REBECCALEDER SUPV	12 8/16 at 1455
	9884 Attorney	Date Time
SHE		is) the within named person a true copy of the writ, with the date a
	ervice endorsed thereon by me, and a copy of the complaint, petition, or initial pleadi	
	INDIVIDUAL SERVICE	
UBS	TITUTE 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	1)(a)
	To, the defendant's spouse, at	in accordance with F.S. 48.031(2)(a)
		idant's business in accordance with F.S. 48.031(2)(b), after two or more attempts to
Ч	serve the defendant have been made at the place of business	tuant's ousiness in accordance with F.S. 46.051(2)(0), and two or more anothers to
COR	PORATE SERVICE:	
		f said corporation in the absence of any superior officer
	accordance with F.S. 48.081	is and corporationin the absence of any superior officer i
П	To, an employee of defendant corpor	ration in accordance with F.S. 48.081(3)
-	To, as resident agent of said corpora	
	PARTNERSHIP SERVICE: To, part of partnership, in accordance with F.S. 48.061(1)	tner, or to, designated employee or person in cha
		he 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 pl	
	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:
		2 attempt datestime:
	OTHER RETURNS: See comments	

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA **PROPERTY ID # 494128-CH-0220 (TD # 36427)**RECEIVED SHERIFF

WARNING

2016 DEC -6 AM 8: 38

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED WOOTICE INTY, 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 December 30, 2016 ......\$ 3,290.25 Or \* Amount due if paid by January 17, 2017......\$3,329.51

\*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 JANUARY 18, 2017 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

SHERMAN,ROBERT W III EST %ROBERT W SHERMAN IV 8021 SUNRISE LAKES DR 210 SUNRISE FL 33322

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

CFN # 102217013, OR BK 33708 Page 353, Page 1 of 2, Recorded 08/29/2002 at 07:46 AM, Broward County Commission, Doc. D \$252.00 Deputy Clerk 2130

**This Warranty Deed** 2002 Made this 14th day of August A.D. by RALPH F. DEABRUNZZO AND DOLORES F. DEABRUNZZO, his wife hereinafter called the grantor, to ROBERT W. SHERMAN III, a single man whose post office address is: 8021 N. Sunrise Lakes Drive, Apt. 210 Sunrise, Florida 33322 Grantees' Tax Id # : hereinafter called the grantee: (Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations) Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, 55 Weston Road, Suite 406 Weston, Florida 33326 PLEASE RECORD AND releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz: Unit No. 210 of SUNRISE LAKES CONDOMINIUM APTS., BUILDING NO. 32, according to the Declaration of Condominium recorded in Official Records Book 5210, Page 741, of the Public Records of Broward County, Florida. SUBJECT TO conditions, easements, restrictions and limitations of record, if any, including all valid zoning ordinances. W-606 Parcel Identification Number: 19128-CH-02200 Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever. And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2001 In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in our presence: LS F. PAT.DH Paula Walte LS 3 DEABRUNZZO Castanc Julie LS Name & Address LS Name & Addr Nam Florida State of County of Broward 200By The foregoing instrument was acknowledged before me this 14th day of August RALPH F. DEABRUNZZO AND DOLORES F. DEABRUNZZO, his wife as identification. their drivers licenses who is personally known to me or who has produced Walters M la Notary Public Print Name: My Commission Expires: PREPARED BY: Jeffrey S. Rosenberg RECORD & RETURN TO: Paula Walters Moye CONSOLIDATED TITLE CO. = Commission # CC 783970 WD-1 55 Weston Road, Suite 406 Expires DEC. 2, 2002 BONDED THRU ATLANTIC BONDING CO., INC. 5/93 Ft. Lauderdale, FL 33326 File No: W-6065

# **CONDO APPROVAL**

Pursuant to the provisions of the Declaration of Condominium of Sunrise Lakes Condominium Association Phase 1, Inc. the undersigned does hereby certify its approval to the resale by

RALPH AND DELORES DEABRUNZZO to ROBERT W. SHERMANTI

of the following described property, located, situated and being in Broward County, Florida to wit:

CONDOMINIUM UNIT NO.  $\frac{2/D}{92}$  OF SUNRISE LAKES CONDOMINIUM ASSOCIATION, PHASE I - BUILDING NO.  $\frac{2}{92}$ .

according to the Declaration of Condominium recorded on OFFICIAL RECORDS BOOK NO. 5210 ON PAGE NO. 74/ of the Public Records Broward County, Florida as amended.

IN WITNESS WHEREOF, the undersigned Corporation has caused the Certificate to be signed to its proper Officers and it Corporate Seal to be allowed this 157 day of 2002.

APPROVED BY SCREENING COMMITTEE Serrow Al CHAIRMAN 8/1/0~

DATE

STATE OF FLORIDA COUNTY OF BROWARD

SUNRISE LAKES CONDO ASSOCIATION, PHASE I, INC.

SIMON

and MORTIMER PAVID

Before me, the Undersigned authority appeared

and

Mark Goodman Commission # DD 065657 Expires Now 16, 2005 Bondad Thru Alarric Bonding Ch., Inc.

respectively, of Sunrise Lakes Condominium Association, Phase I, Inc. who, after being duly sworn by me, deposes and say that they are the persons described in and who executed the foregoing certificate for and behalf of said Corporation and they are fully authorized to do so

WITNESS MY HAND AND OFFICIAL SEAL THIS

CFN # 102687782, OR BK 34666 Page 1283, Page 1 of 7, Recorded 03/03/2003 at 09:06 AM, Broward County Commission, Doc M: \$122.50 Int. Tax \$70.00 Deputy Clerk 1013

RECORDATION REQUESTED BY: SouthTrust Bank Sunrise Beach 223 2300 North University Dr. Sunrise, FL 33322

.

WHEN RECORDED MAIL TO: SouthTrust Bank, Loan Operations Mortgage Recording - File Management P 0 Box 2233 Birminghem, AL 35201

SEND TAX NOTICES TO: ROBERT W SHERMAN III 8021 SUNRISE LKS DR N #210 SUNRISE, FL 33322

APPID 461041

This Mortgage prepared by:

Name: ROBIN GREEN, Loan Processor Company: SouthTrust Bank Address: 220 Wildwood Parkway, Homewood, AL 35209





\*07600000000950114897800951 9

### MORTGAGE

### FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$35,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated December 6, 2002, is made and executed between ROBERT W SHERMAN III; UNMARRIED (referred to below as "Grantor") and SouthTrust Bank, whose address is 2300 North University Dr., Sunrise, FL 33322 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BROWARD County, State of Florida:

All that certain parcel of land situated in CITY OF SUNRISE being known as UNIT 210, SUNRISE LAKES 32 CONDOMINIUM, BOOK 5210, PAGE 741, TAX ID # 9128-CM-0220, and being more fully described in DEED BOOK 33708 PAGE 353 recorded on 08/29/2002 among the land records of BROWARD County, FL. Being the same property conveyed to ROBERT W. SHERMAN, III by deed from RALPH F. DEABRUNZZO, DOLORES F. DEABRUNZZO dated 08/14/2002, recorded 08/29/2002, in DEED BOOK 33708 PAGE 353

The Real Property or its address is commonly known as 8021 SUNRISE LKS DR N #210, SUNRISE, FL 33322.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with Interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage. Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of theProperty shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any



\*07600000000950114897800951 9\*

### MORTGAGE (Continued)

Page 2

Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters: and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnity or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, dispation is and the satisfaction and reconveyance of the Inoperty, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage or as a consequence of the Mortgage, and shall not be affected by Lender's acquisition of any interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of the

Nuisance, Waste. Grantor shall not cause, conduct or permit any uisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's orior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shell not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, daposit with Lender cash or a sufficient corporate surery bond or other security satisfactory to Lender in an amount sufficient to discharge the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lander at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender cortificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by



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the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtadness, payment of any lien affecting the Property, or the restoration and repair of repair of repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reinburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor as Grantor as different.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender be appropriate to protect Lender's interests. All expenses incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportined among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to bar Lender may be entitled on account of any default. Any such action by Lender to accurd as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:



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Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foraclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any



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court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessery at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender will have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

ADDITIONAL PROVISIONS CONCERNING PAYMENT OF TAXES AND LIENS. If Grantor fails to pay promptly when due all taxes, payroll taxes, special taxes, assessments, water charges and sewer charges, liens and encumbrances at any time levied or placed on the Property, Lender may pay such charge (but Lender will not be obligated to pay any such charge), and Grantor will reimburse Lender the amount of those charges upon Lender's request, or, if Lender elects, Lender may add those charges to the unpaid balance of the principal sum, and such charges will bear interest at the rate provided in the Credit Agreement until paid.

ADDITIONAL PROVISION CONCERNING LENDER'S RIGHT TO ENTER. Grantor agrees that Lender's entry upon such Real Property for these purposes will not be a trespass on the Real Property and that Lender's repossession of the Property after default will not be a trespass to, or a conversion of, the Property. If Lender should repossess the Property or any part of it or any of my personal property which is not a part of the Property when I am not in default, I agree that Lender's liability to me will be limited solely to the fair rental value of such Property while it was in Lender's possession.

USE AND REPAIR OF COLLATERAL. Grantor agrees not to sell, give, otherwise transfer, lease or rent the Property to any person, and not to abuse, waste, or destroy the Property. Grantor agrees not to use the Property in violation of any statute or ordinance or of any policy of insurance covering the Property.

REMOVAL OF NON-COLLATERAL PERSONAL PROPERTY. If Grantor is in default under this Mortgage, Grantor agrees immediately to remove from the Property all of Grantor's personal property which is not part of the Property. If Grantor fails to remove Grantor's personal property from the Property and Lender forecloses on the Property and Grantor's personal property which is contained in it or on it. Grantor will not hold Lender responsible in any way for taking Grantor's personal property, and Lender may hold Grantor's personal property until Grantor comes to claim it. Lender will not be obligated to hold such personal property for Grantor or to return it to Grantor or to compensate Grantor for it in any way unless Grantor notifies Lender of Grantor's claim that Lender has taken personal property which is not part of the Property and furnish Lender a list of the personal property taken within 48 hours after Lender takes possession of the personal property. Grantor agrees to pay any reasonable cost Lender incurs in storing Grantor's personal property after Lender takes possession of it.

ADDITIONAL PROVISIONS CONCERNING THE SALE OF PROPERTY. Lender will apply the balance of the proceeds of the sale or lease or other disposition of the Property as a credit against the amount Grantor owes Lender under the Credit Agreement. Any amount by which the balance of the proceeds of the Property exceeds the disposition of the Property as a credit against the amount Grantor owes Lender under the Credit Agreement. Any amount by which the balance of the proceeds of the Property exceeds the disposition of the Property as a credit against the amount Grantor owes Lender under the Credit Agreement and under any other agreement Lender has with Grantor which is secured by the Property will be paid to Grantor or to the person then entitled to receive such amount by applicable law or agreement. Grantor will be entitled to recover the Property at any time before Lender sells or leases it or other agreement Lender has with Grantor which is secured by the Property will be paid to grante the Credit Agreement and all sums then due under any other agreement Lender has with Grantor which is secured by the Property, plus all expenses (including attorneys' fees as provided in the paragraph titled "Attorneys' Fees; Expenses" of this Mortgage) Lender has incurred in repossessing and foreclosing the Property, preparing it for sale or lease, storing it, and preparing for the sale or lease.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a weiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any sct, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having juriadiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estopped, waiver, lackes, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding. . . .



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### MORTGAGE (Continued)

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and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Broward County, State of Florida.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means ROBERT W SHERMAN III, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 6, 2002, with credit limit of \$35,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means ROBERT W SHERMAN III.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environment Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal up to the original principal amount specified in the paragraph Credit Agreement above (the "Credit Limit") and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage; and that the Credit Agreement will continue in effect until terminated by either the Grantor or the Lender in accordance with the terms of the Credit Agreement, or until fifteen (15) years from its date, whichever occurs first, even though from time to time there may be no loans outstanding to the Grantor under the Credit Agreement.

Lender. The word "Lender" means SouthTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

OR BK 34666 PG 1289, Page 7 of 7

	•07600000000950114897800951 9* MORTGAGE (Continued)	Page 7
GRANTOR ACKNOWLEDGE	ES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR A	AGREES TO ITS TERMS.
grantor: x Rabert W. Robert w Sherman III	Suman I. Individually	
* Robert W.	Suman I. Individually My Thimps EKSAD	
x Robert W. Robert w Sherman III WITNESSES: C. C.	Sherman	



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(Serial Number, if any)

LASER PRO Lending, Ver. 5.18.30.07 Copr. Harland Fluencial Solutions, Inc. 1997, 2002. All Alghis Reserved. - PL C.ICRIWINIC/PIL/PLIGGS./C TR.461041 PM.PL/HELNEW

# FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA DATE: December 1, 2016 PROPERTY ID # 494128-CH-0220 (TD # 36427)

# WARNING

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 8021 SUNRISE LAKES DR 210 SUNRISE FL 33322 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

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

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

AMOUNT NECESSARY TO REDEEM: (See amount below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- \* Amount due if paid by December 30, 2016 ......\$ 3,290.25 Or
- \* Amount due if paid by January 17, 2017......\$3,329.51

\*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 JANUARY 18, 2017 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

# Property Id: 494128CH0220



Broward County Property Appraiser

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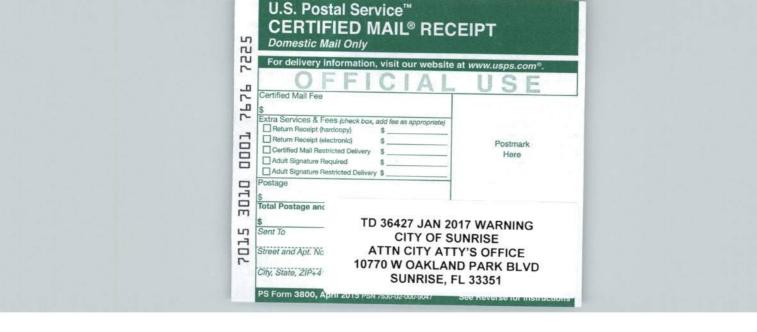
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August 7, 2016



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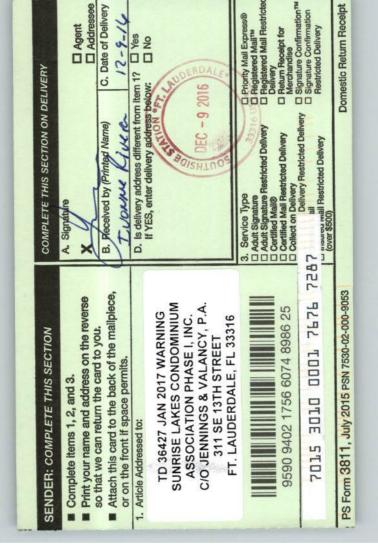
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City, State, ZIP+. SUNRISE, FLORIDA 33322	-

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

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0001 767	Certified Mail Fee	Postmark Here
TDE STO2	S       Total Postage and         Total Postage and       TD 36427 JAN 20         S       SUNRISE LAKES C         Sent To       ASSOCIATION P         Street and Apt. Nc       C/O JENNINGS & V         City, State, ZIP44       311 SE 13TH         FT. LAUDERDA       PS Form 3800, April 2015 PSN 7680-02000-9047	CONDOMINIUM PHASE I, INC. /ALANCY, P.A. STREET

COMPLETE THIS SECTION ON DELIVERY	A. Signature X A Reserved by (Printed Name) C. Date of Delivery	b. Is delivery address different from item 1? □ Yes If YES, enter delivery address below: □ No			Delivery Restricted Delivery La Signature Confirmation Bignature Confirmation     Bignature Confirmation     Cover \$500)     Cover \$500)	Domestic Return Receipt
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