

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

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

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

www.GrantStreet.com

#### PROPERTY INFORMATION REPORT

**ORDER DATE:** 10/06/2022

REPORT EFFECTIVE DATE: 20 YEARS UP TO 10/05/2022

CERTIFICATE # 2013-10888 ACCOUNT # 494220AA0390 ALTERNATE KEY # 324054 TAX DEED APPLICATION # 37349

COUNTY, STATE: BROWARD, FL

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

#### LEGAL DESCRIPTION:

Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 3125 OAKLAND SHORES DRIVE #B203, OAKLAND PARK FL 33309

#### OWNER OF RECORD ON CURRENT TAX ROLL:

LAWRENCE ZAPATA 3125 OAKLAND SHORES DR UNIT B203 OAKLAND PARK, FL 33309

#### APPARENT TITLE HOLDER & ADDRESS OF RECORD:

LAWRENCE ZAPATA OR: 40651, Page: 1916 3125 OAKLAND SHORES DR. B203 OAKLAND PK, FL 33309 (Per Deed)

#### MORTGAGE HOLDER OF RECORD:

MORTGAGE ELECTRONIC OR: 40651, Page: 1944
REGISTRATION SYSTEMS, INC.
P.O. BOX 2026
FLINT, MI 48501-2026 (Per Mortgage)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328 (Per Sunbiz)

C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 (Per Sunbiz) FINANCE AMERICA, LLC 16802 ASTON STREET IRVINE, CA 92606 (Per Mortgage in 40651-1944 and Sunbiz)

US BANK NATIONAL ASSOCIATION OR: 48983, Page: 15 AS TRUSTEE FOR THE RASC 2005-KS12 1100 VIRGINIA DRIVE FORT WASHINGTON, PA 19034 (Per Assignment of Mortgage)

U.S. BANK NATIONAL ASSOCIATION 11127 MCMULLEN ROAD RIVERVIEW, FL 33579 (Per Sunbiz)

C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O U.S. BANK NATIONAL ASSOCIATION 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 (Per Sunbiz)

#### LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

5T WEALTH PARTNERS LP PO BOX 162121 ALTAMONTE SPRINGS, FL 32716 (Tax Deed Applicant)

OAKLAND SHORES CONDOMINIUM #1, INC. Instrument: 118088946 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309 (Per Lien and Sunbiz)

Instrument: 118246127

OAKLAND SHORES CONDOMINIUM #1, INC. CAROLYN C. MEADOWS BECKER & POLIAKOFF, P.A. 1 EAST BROWARD BLVD., SUITE 1700 FORT LAUDERDALE, FL 33301 (Per Lis Pendens)

BECKER AND POLIAKOV LLC, REGISTERED AGENT, O/B/O OAKLAND SHORES CONDOMINIUM #1, INC. 1 EAST BROWARD BLVD SUITE 1700 FORT LAUDERDALE, FL 33301 (Per Sunbiz. Declaration in 5709-85.)

### PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 4942 20 AA 0390

CURRENT ASSESSED VALUE: \$29,560 HOMESTEAD EXEMPTION: Yes MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES:

- 1. 2022-17001
- 2. 2022-17000
- 3. 2022-16997
- 4. 2021-7671
- 5. 2022-7550

#### **OPEN BANKRUPTCY FILINGS FOUND?** No

## OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Warranty Deed OR: 30376, Page: 637

Mortgage OR: 40651, Page: 1918

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

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

Kinsey Ram

Title Examiner



| Site Address              | 3125 OAKLAND SHORES DRIVE #B203, OAKLAND PARK<br>FL 33309       |     | 4942 20 AA 0390 |
|---------------------------|---|-----|-----------------|
|                           |   |     | 1712            |
| <b>Property Owner</b>     | ZAPATA, LAWRENCE  | Use | 04              |
| _                         | 3125 OAKLAND SHORES DR UNIT B203 OAKLAND<br>PARK FL 33309       |     |                 |
| Abbr Legal<br>Description | OAKLAND SHORES CONDOMINIUM #1 UNIT B-203 PER CDO BK/PG: 5709/85 |     |                 |

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).

|             |                 |        |                           | Proper          | ty Assessment '        | Values         | 6         |                         |          |             |
|-------------|-----------------|--------|---------------------------|-----------------|------------------------|----------------|-----------|-------------------------|----------|-------------|
| Year        | Land            | ı      | Building /<br>Improvement |                 | Just / Market<br>Value |                |           | Assessed /<br>SOH Value |          | Tax         |
| 2021        | \$8,240         |        | \$74,200                  | )               | \$82,440               | )              | į,        | \$29,560                |          |             |
| 2020        | \$7,810         |        | \$70,280                  | )               | \$78,090               | )              |           | \$29,160                |          | \$368.36    |
| 2019        | \$7,210         |        | \$64,890                  | )               | \$72,100               | )              |           | \$28,510                | \$354.35 |             |
|             |                 | 2021   | Exempti                   | ions and        | Taxable Values         | by Ta          | axing Aut | hority                  |          |             |
|             |                 |        | Co                        | ounty           | School E               | oard           | M         | unicipal                |          | Independent |
| Just Value  | )               |        | \$8:                      | 2,440           | \$82                   | 2,440          |           | \$82,440                |          | \$82,440    |
| Portability | ,               |        |                           | 0               |                        | 0              |           | 0                       |          | 0           |
| Assessed    | / <b>SOH</b> 06 |        | \$2                       | 9,560           | \$29                   | 9,560          |           | \$29,560                |          | \$29,560    |
| Homestea    | d 100%          |        | \$2                       | \$25,000 \$25,0 |                        | 5,000          | \$25,000  |                         |          | \$25,000    |
| Add. Hom    | estead          |        |                           | 0               |                        | 0              | 0         |                         |          | 0           |
| Wid/Vet/D   | is              |        |                           | 0               |                        | 0              |           | 0                       |          | 0           |
| Senior      |                 |        | 0                         |                 | 0                      |                | 0         |                         | 0        |             |
| Exempt T    | /pe             |        |                           | 0               | 0 0                    |                |           | 0                       |          | 0           |
| Taxable     |                 |        | \$-                       | 4,560 \$4,560   |                        |                | \$4,560   |                         | \$4,560  |             |
|             |                 | Sales  | History                   |                 |                        |                | I         | and Calcu               | ılations | <u> </u>    |
| Date        | Type            | Pi     | rice                      | Book            | /Page or CIN           | age or CIN Pri |           | rice Factor             |          | Type        |
| 9/29/200    | 5 WD            | \$122  | 2,500                     | 40              | 651 / 1916             |                |           |                         |          |             |
| 2/28/200    | ) WD            | \$26   | ,500                      | 30              | 376 / 637              |                |           |                         |          |             |
| 2/1/1978    | SWD             | \$8,13 | 3,333 110                 |                 | 109 / 506              |                |           |                         |          |             |
|             |                 |        |                           |                 |                        |                |           |                         |          |             |
|             |                 |        |                           |                 |                        |                | Adj.      | Bldg. S.F.              |          | 760         |
|             |                 |        |                           |                 |                        |                | Units/E   | Beds/Baths              | 3        | 1/1/1       |
|             |                 |        |                           |                 |                        |                | Eff./Ac   | t. Year Bu              | ilt: 197 | 5/1974      |

|      | Special Assessments |       |       |      |      |       |       |      |
|------|---------------------|-------|-------|------|------|-------|-------|------|
| Fire | Garb                | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 17   |                     |       |       |      |      | OP    |       |      |
| R    |                     |       |       |      |      |       |       |      |
| 1    |                     |       |       |      |      | 1     |       |      |

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

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

Tax Deed #37349

# STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of February 2023, 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:

| LAWRENCE ZAPATA<br>3125 OAKLAND SHORES DR.<br>B203<br>OAKLAND PK, FL 33309  | FINANCE AMERICA LLC<br>PO BOX 16637<br>IRVINE, CA 92623-6637  | FINANCE AMERICA, LLC<br>16802 ASTON STREET<br>IRVINE, CA 92606   | MORTGAGE ELECTRONIC<br>REGISTRATION SYSTEMS, INC.<br>P.O. BOX 2026<br>FLINT, MI 48501-2026                         |
|---|---|--|--|
| US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE RASC 2005-KS12 1100 VIRGINIA DRIVE FORT WASHINGTON, PA 19034  | OAKLAND SHORES CONDOMINIUM #1, INC. 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309  | OAKLAND SHORES CONDOMINIUM #1, INC. CAROLYN C. MEADOWS BECKER & POLIAKOFF, P.A. 1 EAST BROWARD BLVD., SUITE 1700 FORT LAUDERDALE, FL 33301 | ALDRIDGE CONNORS LLP<br>FIFTEEN PIEDMONT CENTER<br>3575 PIEDMONT RD NE # 500<br>ATLANTA, GA 30305-1623             |
| INDECOMM GLOBAL SERVICES<br>2925 COUNTRY DR<br>SAINT PAUL, MN 55117-1060  | JULIA L GREENFIELD<br>16802 ASTON<br>IRVINE, CA 92606-4835  | TITLE PARTNERS OF SOUTH FL<br>2651 N FEDERAL HWY STE 200<br>FT LAUDERDALE, FL 33306  | WILLIAM L EPSTEIN ESQ<br>INTEGRITY TITLE INC<br>1336 N FEDERAL HWY<br>POMPANO BEACH, FL 33062-<br>3730             |
| BECKER AND POLIAKOV LLC,<br>REGISTERED AGENT, O/B/O<br>OAKLAND SHORES<br>CONDOMINIUM #1, INC.<br>1 EAST BROWARD BLVD SUITE<br>1700<br>FORT LAUDERDALE, FL 33301 | C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 | C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O U.S. BANK NATIONAL ASSOCIATION 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324            | MORTGAGE ELECTRONIC<br>REGISTRATION SYSTEMS, INC.<br>5660 NEW NORTHSIDE DRIVE<br>NW 3RD FLOOR<br>ATLANTA, GA 30328 |
| U.S. BANK NATIONAL ASSOCIATION 11127 MCMULLEN ROAD RIVERVIEW, FL 33579  | CITY OF OAKLAND PARK<br>ANDREW THOMPSON, BUDGET<br>OFFICE<br>3650 NE 12TH AVE<br>OAKLAND PARK, FL 33334-4525                                    |  |  |

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of February 2023 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

| SEAL | Monica Cepero COUNTY ADMINISTRATOR Finance and Administrative Services Department Records, Taxes, & Treasury Division |
|------|---|
|      | By<br>Deputy <b>Misty Del Hierro</b>  |

# **Broward County, Florida**

INSTR # 118551721 Recorded 12/05/22 at 12:27 PM **Broward County Commission** 1 Page(s) #2

# RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

## NOTICE OF APPLICATION FOR TAX DEED NUMBER 37349

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:

494220-AA-0390

Certificate Number:

10888

Date of Issuance:

06/01/2014

Certificate Holder:

5T WEALTH PARTNERS LP

Description of Property: OAKLAND SHORES CONDOMINIUM #1

**UNIT B-203** 

PER CDO BK/PG: 5709/85

Name in which assessed: ZAPATA, LAWRENCE

Legal Titleholders:

ZAPATA, LAWRENCE

3125 OAKLAND SHORES DR UNIT B203

OAKLAND PARK, FL 33309

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 March , 2023 . 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 day of December . 2022 . 1st

Monica Cepero

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi 14

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:

02/09/2023, 02/16/2023, 02/23/2023 & 03/02/2023

Minimum Bid: 6993.23

401-314

# **Broward County, Florida**

# RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 37349

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: 494220-AA-0390

Certificate Number: 10888

Date of Issuance: 06/01/2014

Certificate Holder: 5T WEALTH PARTNERS LP

Description of Property: OAKLAND SHORES CONDOMINIUM #1

UNIT B-203

PER CDO BK/PG: 5709/85

Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709,

at Page 85, of the Public Records of Broward County, Florida.

Name in which assessed: ZAPATA,LAWRENCE Legal Titleholders: ZAPATA,LAWRENCE

3125 OAKLAND SHORES DR UNIT B203

OAKLAND PARK, FL 33309

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 March ,2023. 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 5th day of December 2022

Monica Cepero County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

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

Publish: DAILY BUSINESS REVIEW

Issues: 02/09/2023, 02/16/2023, 02/23/2023 & 03/02/2023

Minimum Bid: 7412.23

#### **BROWARD**

# STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared BARBARA JEAN COOPER, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, of Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

37349 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 10888

in the XXXX Court, was published in a newspaper by print in the issues of Broward Daily Business Review f/k/a Broward Review on

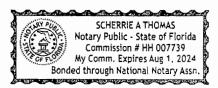
02/09/2023 02/16/2023 02/23/2023 03/02/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Swom to and subscribed before me this

2 day of MARCH, A.D. 2023

(SEAL)
BARBARA JEAN COOPER personally known to me



#### Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 37349

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: 494220-AA-0390 Certificate Number: 10888 Date of Issuance: 06/01/2014 Certificate Holder:

5T WEALTH PARTNERS LP Description of Property:

OAKLAND SHORES CONDO-MINIUM #1

UNIT B-203

PER CDO BK/PG: 5709/85 Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward County, Florida.

Name in which assessed:

ZAPATA, LAWRENCE Legal Titleholders:

ZAPATA, LAWRENCE

3125 OAKLAND SHORES DR UNIT B203

OAKLAND PARK, FL 33309

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 March, 2023. 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 5th day of December,
2022.

Monica Cepero County Administrator RECORDS, TAXES, AND TREASURY DIVISION

(Seal)

By: Abiodun Ajayi Deputy

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

Minimum Bid: 7412.23 401-314

2/9-16-23 3/2 23-02/0000643888B

## BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23004107

Broward County, FL VS Lawrence Zapata

RETURN OF SERVICE

Court Case # TD 37349 Hearing Date:03/15/2023

Received by CCN 14730 02/02/2023 9:14 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Lawrence Zapata 3125 Oaklake Shores Drive #B203 Oakland Park FL 33309

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section

115 S. Andrews Ave. Room A-100

Fort Lauderdale FL 33301

Date: 02/02/2023 Time: 11:45 AM

On Lawrence Zapata 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 copy of the complaint petition or initial pleading by the following method:

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

**COMMENTS**: Posted tax notice on door. I observed a Bug Off extermination notice was also posted to the apartment door.

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

**Gregory Tony, Sheriff Broward County, Florida** 

C. Bedford, #14730

D.S.

| RECEIPT II   | NFORMATION | EXECUTION COSTS | DEMAND/LEVY I         | NFORMATION |
|--------------|------------|-----------------|-----------------------|------------|
| Receipt #    |            |                 | Judgment Date         | n/a        |
| Check #      |            |                 | Judgment Amount       | \$0.00     |
| Service Fee  | \$0.00     |                 | Current Interest Rate | 0.00%      |
| On Account . | \$0.00     |                 | Interest Amount       | \$0.00     |
| Quantity     |            |                 | Liquidation Fee       | \$0.00     |
| Original     | 1          |                 | Sheriff's Fees        | \$0.00     |
| Services     | 1          |                 | Sheriff's Cost        | \$0.00     |
|              |            |                 | Total Amount          | \$0.00     |

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494220-AA-0390 (TD #37349)** 

# **WARNING**

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

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

#### NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

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

- \* Amount due if paid by February 28, 2023 ......\$4,439.36
- \* Amount due if paid by March 14, 2023 .....\$4,469.69

\*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 March 15, 2023 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

ZAPATA, LAWRENCE 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309

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



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Not For Profit Corporation
OAKLAND SHORES CONDOMINIUM #1, INC.

#### **Filing Information**

 Document Number
 725873

 FEI/EIN Number
 59-1549650

 Date Filed
 03/21/1973

State FL

Status ACTIVE

Last EventAMENDMENTEvent Date Filed10/09/1997Event Effective DateNONE

Event Encouve Date

**Principal Address** 

3127 Oakland Shores Drive Oakland Park, FL 33309

Changed: 04/18/2014

Mailing Address

3127 Oakland Shores Drive Oakland Park, FL 33309

Changed: 04/18/2014

Registered Agent Name & Address

Becker and Poliakov LLC 1 East Broward Blvd Suite1700

Fort Lauderdale, FL 33301

Name Changed: 03/23/2018

Address Changed: 03/23/2018

Officer/Director Detail
Name & Address

Title President

Lvovsky, Mitchell

## 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309

Title Treasurer

Crowley, Patricia 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309

Title VP

Tegov, Iliana 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309

Title Asst. Secretary

Vuguin, Sergio 3127 Oakland Shores Drive Oakland Park, FL 33309

Title Secretary

Logan, Conrad 3127 Oakland Shores Drive Oakland Park, FL 33309

#### **Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2020        | 03/17/2020 |
| 2021        | 03/18/2021 |
| 2022        | 03/16/2022 |

#### **Document Images**

| 03/16/2022 ANNUAL REPORT         | View image in PDF format |
|----------------------------------|--------------------------|
| 03/18/2021 ANNUAL REPORT         | View image in PDF format |
| 03/17/2020 ANNUAL REPORT         | View image in PDF format |
| 04/18/2019 ANNUAL REPORT         | View image in PDF format |
| 03/23/2018 ANNUAL REPORT         | View image in PDF format |
| 04/01/2017 ANNUAL REPORT         | View image in PDF format |
| 03/23/2016 ANNUAL REPORT         | View image in PDF format |
| 04/14/2015 ANNUAL REPORT         | View image in PDF format |
| 04/18/2014 ANNUAL REPORT         | View image in PDF format |
| 10/28/2013 AMENDED ANNUAL REPORT | View image in PDF format |
| 04/08/2013 ANNUAL REPORT         | View image in PDF format |
| 06/15/2012 ANNUAL REPORT         | View image in PDF format |
| 03/25/2012 ANNUAL REPORT         | View image in PDF format |
| 04/01/2011 ANNUAL REPORT         | View image in PDF format |
| 03/16/2010 ANNUAL REPORT         | View image in PDF format |

| 04/21/2009 ANNUAL REPORT | View image in PDF format |
|--------------------------|--------------------------|
| 04/02/2009 ANNUAL REPORT | View image in PDF format |
| 05/19/2008 ANNUAL REPORT | View image in PDF format |
| 04/27/2007 ANNUAL REPORT | View image in PDF format |
| 09/08/2006 ANNUAL REPORT | View image in PDF format |
| 03/22/2006 ANNUAL REPORT | View image in PDF format |
| 03/29/2005 ANNUAL REPORT | View image in PDF format |
| 03/24/2004 ANNUAL REPORT | View image in PDF format |
| 08/15/2003 ANNUAL REPORT | View image in PDF format |
| 10/24/2002 ANNUAL REPORT | View image in PDF format |
| 03/27/2002 ANNUAL REPORT | View image in PDF format |
| 04/17/2001 ANNUAL REPORT | View image in PDF format |
| 08/14/2000 ANNUAL REPORT | View image in PDF format |
| 04/02/1999 ANNUAL REPORT | View image in PDF format |
| 03/24/1998 ANNUAL REPORT | View image in PDF format |
| 10/09/1997 AMENDMENT     | View image in PDF format |
| 04/22/1997 ANNUAL REPORT | View image in PDF format |
| 04/02/1996 ANNUAL REPORT | View image in PDF format |
| 04/05/1995 ANNUAL REPORT | View image in PDF format |
|                          |                          |



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Designation of Agent

U.S. BANK NATIONAL ASSOCIATION

**Filing Information** 

 Document Number
 Q18000000086

 FEI/EIN Number
 31-0841368

 Date Filed
 08/31/2018

State US

**Status** ACTIVE

**Principal Address** 

11127 McMullen Road Riverview, FL 33579

Changed: 07/13/2022

**Mailing Address** 

11127 McMullen Road Riverview, FL 33579

Changed: 07/13/2022

**Registered Agent Name & Address** 

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

Officer/Director Detail

NONE

**Annual Reports** 

No Annual Reports Filed

**Document Images** 

08/31/2018 -- Designation of Agent View image in PDF format



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Foreign Limited Liability Company FINANCE AMERICA, LLC

#### **Filing Information**

 Document Number
 M99000001386

 FEI/EIN Number
 06-1551833

 Date Filed
 09/03/1999

State DE

Status INACTIVE

Last Event LC WITHDRAWAL

Event Date Filed 01/04/2006

Event Effective Date NONE

**Principal Address** 

16802 ASTON STREET IRVINE, CA 92606

Mailing Address

16802 ASTON STREET IRVINE, CA 92606

Registered Agent Name & Address

NONE

Authorized Person(s) Detail

Name & Address

Title MGR

CORNELL, KAREN H 15301 SPECTRUM DRIVE, SUITE 370 ADDISON, TX 75001

Title MGR

RICE, ARTHUR 16802 ASTON STREET IRVINE, CA 92606

Title MGR

WARWICK, RONALD 16802 ASTON STREET IRVINE, CA 92606

Title MGR

FLEMING, GRAHAM 16802 ASTON ST. IRVING, CA 92606

Title MGR

LEIMBACH, BRIAN 16802 ASTON STREET IRVINE, CA 92606

Title MGRM

FINANCE AMERICA HOLDINGS, LLC 16802 ASTON STREET IRVINE, CA 92606

#### **Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2003        | 01/08/2003 |
| 2004        | 03/30/2004 |
| 2005        | 04/27/2005 |

#### **Document Images**

| 01/04/2006 LC Withdrawal     | View image in PDF format |
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| 04/27/2005 ANNUAL REPORT     | View image in PDF format |
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| 03/05/2002 ANNUAL REPORT     | View image in PDF format |
| 02/05/2002 Reg. Agent Change | View image in PDF format |
| 02/26/2001 ANNUAL REPORT     | View image in PDF format |
| 05/30/2000 ANNUAL REPORT     | View image in PDF format |
| 09/03/1999 Foreign Limited   | View image in PDF format |



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## **Detail by Entity Name**

Foreign Profit Corporation

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

**Filing Information** 

 Document Number
 F21000005638

 FEI/EIN Number
 54-1927784

 Date Filed
 10/01/2021

State DE

Status ACTIVE

**Principal Address** 

5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR

ATLANTA, GA 30328

**Mailing Address** 

5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR

ATLANTA, GA 30328

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title DP

MCENTEE, CHRIS 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

Title D

KRAMER, EDWARD 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

Title VPDS

URDYKOWSKI, ANDREW

5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

Title S

HORTSKAMP, SHARON 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

Title T

HUNTER, MARTIN 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

Title D

GOONE, DAVID 353 NORTH CLARK ST CHICAGO, IL 60654

#### **Annual Reports**

**Report Year** Filed Date 2022 07/26/2022

#### **Document Images**

| 07/26/2022 ANNUAL REPORT  | View image in PDF format |
|---------------------------|--------------------------|
| 10/01/2021 Foreign Profit | View image in PDF format |

10821



INSTR # 100180161
OR BK 30376 PG 0637
RECORDED 03/30/2000 11:10 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 185.50
DEPUTY CLERK 1050

This Instrument was prepared by: THOMAS L. LaSALLE, Esq. 5353 N. Federal Hwy., #405 Ft. Lauderdale, Florida 33308

Parcel I.D. No. 9220-AA-039

#### **WARRANTY DEED**

This Indenture, made this day of March, 2000, between RONALD JAMES NAKASHIAN, joined by his wife, NANCY NAKASHIAN, whose post office address is 1715 Sylvan Point Drive, Mount Dora, FL 32757, grantor\*, and SUZANNE MENDEZ, whose post office address is 3125 Oakland Shores Drive, #B203, Oakland Park, FL 33309, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Condominium Unit No. B-203 of **OAKLAND SHORES CONDOMINIUM #1,** according to the Declaration of Condominium thereof recorded in O.R. Book 5709, Page 85 of the Public Records of Broward County, Florida, as amended.

Subject to: 1) Zoning and/or restrictions and prohibitions imposed by governmental authority; 2) restrictions, easements and other matters appearing on the plat and/or common to the subdivision; 3) taxes for 2000.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantors covenant that they have been lawfully and continuously married to each other from prior to September 8, 1994 until the present time.

\*"grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

| Signed, sealed and delivered           |   |
|--|---|
| in our presence:                       |   |
| Ch 300                                 | full fullow (Seal)                          |
| Print Name \ Stongs / Lavala           | RONALD JAMES NAKASHIAN                      |
| ,                                      | Harry lake of the                           |
| Jon                                    | Natural Neuroland Com (Seal)                |
| Print Name Jal Lascoa                  | NANCY NAKASHIAN                             |
|  | ,   |
| STATE OF FLORIDA )                     |   |
| ) SS:                                  |   |
| COUNTY OF BROWARD )                    |   |
| ·                                      | # FL  |
| The foregoing instrument was acknowled | edged before me this day of March, 2000, by |
| RONALD JAMES NAKASHIAN and NANC        | Y NAKASHIAN, who are personally known to me |
| or who have produced                   | as identification and                       |
| who did not take an oath.              | $\sim$ $\sim$ $\sim$                        |
|  | Cht of                                      |
|  | () 700-1                                    |
| (Seal) ANYPUA THOMAS L. LOSALLE        | Notary Public                               |
| SCOMMISSION # CC 657643                | Print Name:                                 |
| EXPIRES AUG 19, 2001                   | My commission expires:                      |
| OF PUR ATLANTIC BONDING CO., INC.      |   |



CONDOMINIUM ASSOCIATION

3127 OAKLAND SHORES DRIVE, OAKLAND PARK, FLORIDA 33309 TELEPHONE: (305) 485-9500

# CERTIFICATE OF APPROVAL

|   | (PURCHASER) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   |
|---|--|
| has been approved by OAH (BUYER), (LESSEE) of the   | CLAND SHORES CONDOMINIUM #1, Inc., a condominium, as the following discribed property in Broward County, Florida:  |
|   | UNIT NO. 193 in OAKLAND SHORES CONDOMINIUM #1 a condominium, according to the Declaration thereof, recorded in Official Records Book 5709, pages 85 thru 194, of the Public Records of Broward County, Florida, and all amendments thereto.  |
|   | OAKLAND SHORES CONDOMINIUM #1, Inc.  BY  ATTEST  AUGUST  ATTEST  AUGUST  AUGUS |
| FLORIDA SHORT-FORM CORPORATE  |  |
| Š STATE OF FLORIDA  | The foregoing instrument was acknowledged before me this Feb. 22,2000 (Date)   |
| N .   | Noel S. weaver, Jr.  |
| COUNTY OF BROWARD   | by Noel S. Weaver, Jr.  (Name of officer or agent, title of officer or agent)  |
| COUNTY OF BROWARD   | of OAKLAND SHORES CONDOMINIUM ASSN. (Name of corporation acknowledging)  |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  FLORIDA corporation, on behalf of the corporation. He/she is   |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is  (State or place of incorporation)  |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is (State or place of incorporation)  personally known to me or has produced (Type of identification)  |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is (State or place of incorporation)  personally known to me or has produced (Type of identification)  as identification and did (did not) take an oath.  Carol Schoene (Name of Notary typed, printed or stamped)   |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is greater than the she is greater than  |
|   | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is corporally known to me or has produced (Type of identification)  as identification and did (did not) take an oath.  Carol Schoene (Name of Notary typed, printed or stamped)  tion requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.  Title or Type of Document CERTIFICATE OF APPROVAL.  |
| Carol Schoene Commission # CC 801359 Expires Jan. 11, 2003 Bonded thru Atlantic Bonding Go., Jac.  (SEAL ABOVE)  ATTENTION NOTARY: Although the information | of OAKLAND SHORES CONDOMINIUM ASSN.  (Name of corporation acknowledging)  a FLORIDA corporation, on behalf of the corporation. He/she is greater than the she is greater than  |

9

THIS INSTRUMENT PREPARED BY AND RETURN TO: WILLIAM L. EPSTEIN, ESQ. INTEGRITY TITLE, INC. 1336 NORTH FEDERAL HIGHWAY POMPANO BEACH, FLORIDA 33062

Property Appraisers Parcel Identification (Folio) Numbers: 19220-AA-03900

Space Above This Line For Recording Data THIS WARRANTY DEED, made the 29 day of September, 2005 by Suzanne Mendez, AKA Suzanne Orozco, a single woman, whose post office address is 3105 Oakland Shores Dr., Unit J-205, Oakland Park, FL 33309 herein called the grantor, to Lawrence Zapata, a single man, whose post office address is 1425 NE 5th Terrace, FL Lauderdale, FL 33304-1105, hereinafter called the Grantee: 3125 Oakland Shores Dr. B203, Oakland Pk, [Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives FL33309 and assigns of individuals, and the successors and assigns of corporations) WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz.: Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward County, Florida. Subject to easements, restrictions and reservations of record and taxes for the year 2005 and thereafter. TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever. AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004. IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in the presence of: Juzanne Witness #1 Signature Witness #1 Printed Name Lee Ann C Witness #2 Printed Name STATE OF FLORIDA COUNTY OF BYDWA The foregoing instrument was acknowledged before me this day of September, 2005 by Suzanne AKA Suzanne Orozco who is personally to me or Driver homse as identification. SEAL CINDY REILLY Notary Public MY COMMISSION # DD 175508 EXPIRES: February 17, 2007 Bonded Thru Notary Public Underwriters Printed Notary Name

My Commission Expires:

RECORD & RETURN TO: TITLE PARTNERS OF SO. PL. 2651 N. FEDERAL HWY. S-208 FT. LAUDERDALE, PL 33308 FILE NO. 06 - 7936 W/G 145

File No: IC05-573

RECORD & RETURN TO: TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL 33306 FILE NO. 05-7935 W/C 165

### CERTIFICATE OF APPROVAL

#### **PURCHASER**

THIS IS TO CERTIFY THAT Lawrence Zapata has been approved by OAKLAND SHORES CONDOMINIUM #1, INC. as the Purchaser of the following described property in BROWARD COUNTY, STATE OF FLORIDA:

Unit No. <u>"B03"</u> OAKLAND SHORES CONDOMINIUM #1, INC. a Condominium, according to the Declaration thereof, recorded in Official Records Book 5709, pages 85 through 194, of the Public Records of Broward County, Florida, and all amendments thereto.

DATED this September 13, 2005:

OAKLAND SHORES CONDOMINIUM #1, INC.

By:

Anthony M. Gragnano, Treasurer

Attest:

Zara Bpgaslo Asst. Secretary

STATE OF FLORIDA COUNTY OF BROWARD

BEFORE ME personally appeared Anthony M. Gragnano and Zara Bogaski known to be the persons who executed the foregoing certificate, who, after being duly sworn say that they are the Treasurer and Asst. Secretary respectively of OAKLAND SHORES CONDOMINIUM ASSOCIATION #1, INC. a corporation not for profit under the Laws of the State of Florida, and that the statements contained in Said certificate are true: and each of them acknowledges the execution thereof.

SWORN TO AND SUBSCRIBED before me at Oakland Park,

Florida, this September 13, 2005

My Commission Expires:

12-16-08

Commission = DD369263

Bonded Thru Attained Bonding Co., Inc.

Dee E. Ketchem Notary Public CFN # 105422965, OR BK 40651 Page 1918, Page 1 of 26, Recorded 10/05/2005 at 07:56 AM, Broward County Commission, Doc M: \$297.50 Int. Tax \$170.00 Deputy Clerk 1033

CIEIR 1033

3

TECORD & RETURN TO: TITLE PARTNERS OF SO, P., 2851 N. FEDERAL HWY, S-200 FT. LAUDERDALE P., 33306 FILE NO, OS - 7935 WIC (4.5) Return To:

Finance America, LLC

P.O. BOX 16637 Irvine, Ca 92623-6637

This document was prepared by: Julia L Greenfield 16802 Aston Street Irvine, CA 92606

--[Space Above This Line For Recording Data] ---

#### **MORTGAGE**

MIN 100052300421643767

**DEFINITIONS** 

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

(A) "Security Instrument" means this document, which is dated OCTOBER 03, 2005 together with all Riders to this document.

(B) "Borrower" is

LAWRENCE ZAPATA, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Finance America, LLC

FLORIDA-Single Family-Fannie Mae/FreddieMac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

-6A(FL) (0005).01

Page 1 of 16

Initials 2

VMP MORTGAGE FORMS - (800)521-7291

MEAP



-6A(FL) (0005).01

MABV

| Lender is a Limited Liability  |   |  |   |
|--|---|--|---|
| organized and existing under the laws of   | DELAWARE  |  | •   |
| Lender's address is 16802 Astor  | n Street, Irvine  | , CA 92606   |   |
| (E) "Note" means the promissory note signed. The Note states that Borrower owes Lender EIGHTY-FIVE THOUSAND AND NO/100 (U.S. \$ 85,000.00 ) plus inter Payments and to pay the debt in full not late (F) "Property" means the property that is of Property."  (G) "Loan" means the debt evidenced by the due under the Note, and all sums due under (H) "Riders" means all Riders to this Security Riders are to be executed by Borrower [chemostrees] | r O rest. Borrower has prorer than OCTO described below under e Note, plus interest, a r this Security Instrume rity Instrumentthat are | mised to pay this debt in a<br>BER 01, 2035 .<br>the heading "Transfer of<br>my prepayment charges as<br>int, plus interest. | Dollars<br>regular Periodic<br>f Rights in the<br>nd late charges |
|  | nit Development Rider<br>ayment Rider   | Second Home Rider 1-4 Family Rider XX Other(s) [specify] Lox XX Prepayment Ride  | egal Description  |
| (I) "Applicable Law" means all controlli ordinances and administrative rules and orden non-appealable judicial opinions.   | ing applicable federal, ers (that have the effect   | state and local statute<br>t of law) as well as all ap   | s, regulations,<br>oplicable final,                               |
| <ul> <li>(J) "Community Association Dues, Fees, a charges that are imposed on Borrower or association or similar organization.</li> <li>(K) "Electronic Funds Transfer" means a check, draft, or similar paper instrument,</li> </ul>  | the Property by a cany transfer of funds,   | ondominium association other than a transaction  | , homeowners  |
| instrument, computer, or magnetic tape so as or credit an account. Such term includes, be machine transactions, transfers initiated be transfers.  | s to order, instruct, or a<br>but is not limited to, p  | authorize a financial insti<br>point-of-sale transfers, au   | tution to debit   |
| (L) "Escrow Items" means those items that a (M) "Miscellaneous Proceeds" means any c by any third party (other than insurance prodamage to, or destruction of, the Property; Property; (iii) conveyance in lieu of condenvalue and/or condition of the Property.   | compensation, settlement<br>ceeds paid under the co<br>; (ii) condemnation or<br>nnation; or (iv) misrepr                               | nt, award of damages, or<br>overages described in Sec<br>other taking of all or a<br>resentationsof, or omiss                | tion 5) for: (i) ny part of the tions as to, the                  |
| (N) "Mortgage Insurance" means insurance the Loan.   | e protecting Lender aga   | inst the nonpayment of,  | or default on,  |
| (O) "Periodic Payment" means the regularly<br>Note, plus (ii) any amounts under Section 3  | y scheduled amount due<br>of this Security Instrun  | e for (i) principal and intent.  | erest under the   |
|  |   | 00   |   |
| -6A(FL) (0005).01  | Page 2 of 16  | Initials:  | rm 3010 1/01  |

Page 2 of 16

Form 3010 1/01

- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrumentsecures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of BROWARD [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number:

which currently has the address of

3125 OAKLAND SHORES DR #B-203

Initia)s:

OAKLAND PARK [City], Florida 33309 [Zip Code]

("Property Address"): 3125 OAKLAND SHORES DR #B-203, OAKLAND PARK, FL 33309

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

-6A(FL) (0005).01

Page 3 of 16

Form 3010 1/01

MADS

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

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

UNIFORMCOVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

**MAFF** (0005).01

Page 4 of 16

Form 3010 1/01

Initials:

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreementis made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

-6A(FL) (0005).01

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Form 3010 1/01

Initials:

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

-6A(FL) (0005).01 MAIO Page 6 of 16

Initials:

Form 3010 1/01

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

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

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

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

**6A(FL)** (0005).01 MAKN

Page 7 of 16

Form 3010 1/01

Initials:

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

-6A(FL) (0005).01

Page 8 of 16

Form 3010 1/01

Initials: W

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

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

Lender agrees to the merger in writing.

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage

Insurance.

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

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

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

-6A(FL) (0005).01 MAOG

age 9 of 16

Form 3010 1/01

initials:

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous

Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower.

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

immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

secured by this Security Instrument whether or not the sums are then due.

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

regard to Miscellaneous Proceeds.

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

-6A(FL) (0005).01

Page 10 of 16

Initials: ) £

Form 3010 1/01

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrumentshall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

-6A(FL) (0005).01

Page 11 of 16

Form 3010 1/01

Initials:

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

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

given effect without the conflicting provision.

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrumentand the Note as if no accelerationhad occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

-6A(FL) (0005).01

Page 12 of 16

Form 3010 1/01

Initials:

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purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatementsums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatementby Borrower, this Security Instrumentand obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

-6A(FL) (0005).01

Page 13 of 16

Initials:

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

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

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to asceleration and foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- 25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

**6A(FL)** (0005).01 MAWO

Page 14 of 16

Form 3010 1/01

Initials: 25

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

| CINDY P. REILLY                               | LAWRENCE ZAPATA (Seal) -Borrower |
|---|----------------------------------|
| * Botan Bedigian                              | (Address) (Seal) -Borrower       |
| (Seal) -Borrower                              | (Address) (Seal) -Borrower       |
| (Address) ——————————————————————————————————— | (Address) ———— (Seal) -Borrower  |
| (Address) ——————————————————————————————————— | (Address) (Seal) -Borrower       |
| (Address)                                     | (Address)                        |

CFN # 105422965, OR BK 40651 PG 1933, Page

STATE OF FLORIDA,

TE OF FLORIDA,

The foregoing instrumentwas acknowledged before me this 3 day of 0 cooled, 2005 by

LAWRENCE ZAPATA

who is personally known to me or who has produced Drivers license .

as identification.



-6A(FL) (0005).01 MBAC

CFN # 105422965, OR BK 40651 PG 1934, Page 17 of 26

SEP. 30. 2005 12:24PM

FINANCE AMERICA

NO. 6458 P. 10/13

**RECORD & RETURN TO:** TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL 33306 FILE NO. <u>05-1725</u> W/C

# LEGAL DESCRIPTION OF PROPERTY

Borrower Name:

LAWRENCE ZAPATA

Property Address: 3125 OAKLAND SHORES DR #B-203

OAKLAND PARK, FL 33309

Date:

0042164376

10/03/05

Property Description:

Condominium Unit No. B-203 of OAKLAND SHORES CONDOMINIUM #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward County, Florida.

-4034 (0108)

VMP MORTGAGE FORMS - (800)\$21-7281

6/01

**APRS** 

LOAN ID: 0042164376

RETURN RECORDED DOC TO: Finance America, LLC P.O. Box 16637 Irvine, Ca 92623-6637

MIN 100052300421643767

## ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLERATE RIDER is made this 3rd day of OCTOBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Finance America, LLC

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

3125 OAKLAND SHORES DR #B-203, OAKLAND PARK, FL 33309 [Property Address]

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

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

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

The Note provides for an initial interestrate of 7.490 changes in the interest rate and the monthly payments, as follows:

%. The Note provides for

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER 01, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER (LIBOR Index) - Single Family - Freddie Mac UNIFORM INSTRUMENT

-815R (0008)

Form 3192 1/01

Page 1 of 4

Initials: 2

VMP MORTGAGE FORMS - (800)521-7291

RECORD & RETURN TO: TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL 33306 FILE NO. 05-7135 W/C

1105

#### (B) The Index

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

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 25/100 percentage points ( 5.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.490 % or less than 7.490 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.490 %. My interest rate will never be lower than the initial interest rate stated in Paragraph A of this Rider.

## (E) Effective Date of Changes

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

Initials: 22. Form 3192 1/01

**815R** (0008)

Page 2 of 4

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## (F) Notice of Changes

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

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

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

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

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

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

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

Initials: 22

815R (0008)

Page 3 of 4

Form 3192 1/01

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|-------|---|------------|----|----|-------|----|-------|------|----|----|----|
|-------|---|------------|----|----|-------|----|-------|------|----|----|----|

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

| LAWRENCE ZAPATA | (Seal)              | (Seal)              |
|-----------------|---------------------|---------------------|
|                 | (Seal)<br>-Borrower | (Seal)<br>-Borrower |
|                 | (Seal)<br>-Borrower | (Seal)<br>-Borrower |
|                 | (Seal)<br>-Borrower | (Seal) -Borrower    |
|                 |                     |                     |

Page 4 of 4

Form 3192 1/01

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-815R (0008)

RECORD & RETURN TO: TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL 33306 FILE NO. 06-7936 W/C

1

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

Finance America, LLC P.O. Box 16637 Irvine, Ca 92623-6637

(Space above this line for Recorder's use)

PREPAYMENT RIDER

MIN 100052300421643767

**DATE**: 10/03/05

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor, in favor of

Finance America, LLC ("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Prepayment Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section \_\_5 \_\_ of the Note is amended to read in its entirety as follows:

FIRST MORTGAGE

\_ MULTISTATE

(09/10/96)

1196181 (0203)

Page 1 of 2 VMP MORTGAGE FORMS - (800)521-7291

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22.

| CFN # 105422965, OR BK 40651 PG 1940, Page 23 of | CFN # | <b>‡</b> 105422965. | OR BK | 40651 | PG | 1940. | Page | 23 of | - 2 |
|--|-------|---------------------|-------|-------|----|-------|------|-------|-----|
|--|-------|---------------------|-------|-------|----|-------|------|-------|-----|

# " <u>5</u>. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of principal at any time before they are due, together with accrued interest. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If within TWO (2) years from the date of execution of the Security Instrument(as defined above) I make a full prepaymentor partial prepayment(s), I will at the same time pay to the Note Holder a prepayment charge. An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve-month period without penalty. A prepayment charge will be imposed on any amount prepaid in any twelve-month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount.

| IN WITNESS WHEREOF, the Borrowe OCTOBER , 2005 | the <b>3</b> day of |                          |
|--|---------------------|--------------------------|
| BOTTOWER LAWRENCE LAPATA                       | Borrower            |                          |
| Borrower                                       | Borrower            |                          |
| FIRST MORTGAGE                                 |                     | MULTISTATE<br>(09/10/96) |
| 1196181 (0203)                                 | Page 2 of 2         |                          |

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LOAN ID: 0042164376

TITLE PARTNERS OF SQ. FL. 2851 N. FEDERAL HWY. 9-200 FT. LAUDERDALE, FL. 33306 FILE NO. 05 - 7935 W/C 165

Return To: Finance America, LLC P.O. Box 16637 Irvine, Ca 92623-6637

MIN 100052300421643767

## CONDOMINIUM RIDER

THIS CONDOMINIUMRIDERis made this 3rd day of OCTOBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Finance America, LLC

(the

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

3125 OAKLAND SHORES DR #B-203, OAKLAND PARK, FL 33309

[Property Address]

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

OAKLAND SHORES 1

[Name of Condominium Project]

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

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

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

MULTISTATE CONDOMINIUM RIDERSingle Family-Fannie Mae/FreddieMac UNIFORM INSTRUMENT

-8R (0008)

Form 3140 1/01

Page 1 of 3 Initials: VMP MORTGAGE FORMS - (800)521-7291

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LOAN ID: 0042164376

then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonmentor termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendmentto any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

| Initials: |                |
|-----------|----------------|
|           | Form 3140 1/01 |

-8R (0008)

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

| LAWRENCE ZAPATA | (Seal) -Borrower    | (Seal) -Borrower    |
|-----------------|---------------------|---------------------|
|                 | (Seal)              | (Seal) -Borrower    |
|                 | (Seal)<br>-Borrower | (Seal)<br>-Borrower |
|                 | (Seal)              | (Seal) -Borrower    |
| -8R (0008)      | Page 3 of 3         | Form 3140 1/01      |

MCAV

CFN # 110931950, OR BK 48983 Page 15, Page 1 of 2, Recorded 08/09/2012 at 07:42 AM, Broward County Commission, Deputy Clerk ERECORD

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

> Return to: Prepared by: Aldridge Connors LLP Fifteen Piedmont Center 3575 Piedmont Road, N.E., Suite 500 Atlanta, GA 30305

Reference No.: 2165-220 Borrower: Lawrence Zapata MIN: 100052300421643767

MERS Phone Number: 1-888-679-6377

NOTE TO CLERK: Please crossreference to Deed Book 40651, Page 1918, Broward County, Florida Records.

## ASSIGNMENT

STATE OF Pennsylvania

COUNTY OF Montgomer

For value received, Mortgage Electronic Registration Systems, Inc., solely as nominee for Finance America, LLC., its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501 ("Assignor"), has this day transferred, sold, assigned, conveyed and set over to US Bank National Association as Trustee for RASC 2005-KS12, whose address is 1100 Virginia Drive, Fort Washington, PA 19034, as Assignee, all its right, title and interest in and to a certain Security Deed executed by Lawrence Zapata, a single man to Mortgage Electronic Registration Systems, Inc., solely as nominee for Finance America, LLC., its successors and assigns, dated October 3, 2005, recorded in Deed Book 40651, Page 1918, Broward County, Florida Records.

Property Address: 3125 Oakland Shores Drive, Unit B-203, Oakland Park, Florida 33309

The Assignor herein specifically transfers, sells, conveys and assigns to the above Assignee, its successors, representatives and assigns, the aforesaid Security Deed, the property described therein, the indebtedness secured thereby together with all the powers, options, privileges and immunities therein contained.

TNESS WHEREOF, the Assignor has hereunto set its hand and seal this 3/ day of

Signed, sealed and delivered in the presence of:

Notary Public Lisa Howlin Thomas

My Commission Expires:

NOTARIAL SEAL LISA HOWLIN THOMAS Notary Public CHELTENHAM TWP., MONTGOMERY COUNTY My Commission Expires May 8, 2016

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR FINANCE AMERICA, LLC., ITS SUCCESSORS By: Geneva Bessellieu Leneva Bessellieu

Assistant Santia

Assistant Secretary

By:

MINIMAN REGIO ONIC REGIS Title: (Corporate

# **ACKNOWLEDGMENT**

| State of Pennsylvania   |  |
|---|--|
| County of Montgomery  On July 31, 2012 before me, Lisa Ho  Genera Bessellieu  | who proved to me on the basis of satisfactory evidence to  |
| be the person(s) whose name(s) is/are subscribed to the we executed the same in his/her/their authorized capacity(ies) the person(s), or the entity upon behalf of which the person | ithin instrument and acknowledged to me that he/she/they, and that by his/her/their signature(s) on the instrument on(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of paragraph is true and correct.   | of the State of <b>FEMISYIVANIA</b> that the foregoing   |
| Witness my hand and official seal. Signature Lundhowlin Human (Seal)  Lisa Howlin Thomas  | NOTARIAL SEAL LISA HOWLIN THOMAS Notary Public CHELTENHAM TWP., MONTGOMERY COUNTY My Commission Expires May 8, 2016                                      |



\*U02866661\* 10301 8/3/2012 77879415/1

CFN # 105422966, OR BK 40651 Page 1944, Page 1 of 25, Recorded 10/05/2005 at 07:56 AM, Broward County Commission, Doc M: \$87.50 Int. Tax \$50.00 Deputy

11

RECORD & RETURN TO:
TITLE PARTNERS OF SO. FL.
2651 N. FEDERAL HWY. S-200
FT. LAUDERDALE, FL. 33306
FT. LAUDERDALE, FL. 33306
FILE NO. -05-7935 W/C

Return To: Finance America, LLC

P.O. BOX 16637 Irvine, Ca 92623-6637

This document was prepared by: Julia L Greenfield 16802 Aston Street Irvine, CA 92606

---[Space Above This Line For Recording Data] -

# **MORTGAGE**

MIN

100052300421645747

#### **DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated OCTOBER 03, 2005 together with all Riders to this document.

(B) "Borrower" is LAWRENCE ZAPATA, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Finance America, LLC

FLORIDA Single Family-Fannie Mae/FreddieMac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

-6A(FL) (0005).01

Page 1 of 16

Initials:

VMP MORTGAGE FORMS - (800)521-7291

MEAP1 - SECOND MORTGAGE



|   | Liability Company  |   |
|---|--|---|
| organized and existing under the Lender's address is 1  | he laws of DELAWARE<br>6802 Aston Street, Irvine,  | CA 92606  |
| The Note states that Borrower TWENTY-FIVE THOUSAND (U.S.\$ 25,000.00 Payments and to pay the debt   | AND NO/100  ) plus interest. Borrower has promis in full not later than  OCTOBE  | OCTOBER 03, 2005  Dollars sed to pay this debt in regular Periodic R 01, 2020.  |
| Property."  (G) "Loan" means the debt ev due under the Note, and all su  (H) "Riders" means all Rider   | perty that is described below under the idenced by the Note, plus interest, any ms due under this Security Instrument, s to this Security Instrument that are experienced in the security Instrument that are experienced in t | prepayment charges and late charges<br>, plus interest.   |
| Adjustable Rate Rider Balloon Rider VA Rider XX Subordinate Lien XX Request For Notice (I) "Applicable Law" mean  | ☐ Planned Unit Development Rider☐ Biweekly Payment Rider XX Rider XX   | Other(s) [specify] Legal Descripti<br>Prepayment Rider<br>tate and local statutes, regulations,   |
| non-appealable judicial opinio (J) "Community Association charges that are imposed on association or similar organiza (K) "Electronic Funds Trans check, draft, or similar paper instrument, computer, or mag or credit an account. Such te | Dues, Fees, and Assessments" means Borrower or the Property by a con   | all dues, fees, assessments and other adominium association, homeowners ther than a transaction originated by gh an electronic terminal, telephonic athorize a financial institution to debit int-of-sale transfers, automated teller |
| (M) "Miscellaneous Proceeds<br>by any third party (other than<br>damage to, or destruction of,<br>Property; (iii) conveyance in I<br>value and/or condition of the  | ose items that are described in Section 3.  " means any compensation, settlement, insurance proceeds paid under the cover the Property; (ii) condemnation or of the condemnation; or (iv) misrepresents.  Property.  eans insurance protecting Lender again  | , award of damages, or proceeds paid<br>erages described in Section 5) for: (i)<br>ther taking of all or any part of the<br>sentationsof, or omissions as to, the   |
| (O) "Periodic Payment" mean   | ns the regularly scheduled amount due f<br>ader Section 3 of this Security Instrume  |   |
| _   |  | Initials:27   |
| -6A(FL) (0005).01<br>MABV   | Page 2 of 16   | Form 3010 1/01  |

- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrumentsecures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of BROWARD [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number:

which currently has the address of

3125 OAKLAND SHORES DR #B-203

[Street]

OAKLAND PARK

[City], Florida 33309 [Zip Code]

Initials:

("Property Address"):

3125 OAKLAND SHORES DR #B-203, OAKLAND PARK, FL 33309

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

-6A(FL) (0005).01

Page 3 of 16

Form 3010 1/01

MADS

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

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

UNIFORMCOVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

Initials: 22

-6A(FL) (0005).01

Page 4 of 16

Form 3010 1/01

MAFF

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrumentas a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreementcontained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

-**SA(FL)** (0005).01 Page 5 of 16

Initials 2.7

Form 3010 1/01

MAHC

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

-6A(FL) (0005).01

Page 6 of 16

Form 3010 1/01

Initials: 27

MAIO

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

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

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

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

-6A(FL) (0005).01

Initials: 2 Form 3010 1/01

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statementsto Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/orrights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/orassessing the value of the Property, and securing and/orrepairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/orrights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

-6A(FL) (0005).01 MAMK

Page 8 of 16

Form 3010 1/01

Initials 7

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

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

Lender agrees to the merger in writing.

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

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

Insurance.

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

Insurance premiums).

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

provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

Initials:

-6A(FL) (0005).01

Page 9 of 16

Form 3010 1/01

MAOG

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

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous

Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower.

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

secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

secured by this Security Instrument whether or not the sums are then due.

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

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

-6A(FL) (0005).01

Page 10 of 16

Initials:

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

applied in the order provided for in Section 2.

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

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

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

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

fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrumentshall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

Initials:

-6A(FL) (0005).01

Page 11 of 16

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

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

given effect without the conflicting provision.

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no accelerationhad occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

Page 12 of 16

-6A(FL) (0005).01

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purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatementsums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatementby Borrower, this Security Instrumentand obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

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

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Page 14 of 16

Initials:

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

| CINDY REILLY                 | LAWRENCE ZAPATA (Seal) -Borrower              |
|------------------------------|---|
| Brian S. Bedigian            | (Address) (Seal) -Borrower                    |
| (Seal) -Borrower             | (Address) (Seal) -Borrower                    |
| . (Address) (Seal) _Borrower | (Address)  (Seal) -Borrower                   |
| (Address)                    | (Address) ——————————————————————————————————— |
| (Address)                    | (Address)                                     |

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Page 15 of 16

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CFN # 105422966, OR BK 40651 PG 1959, Page

STATE OF FLORIDA,

TE OF FLORIDA,

The foregoing instrument was acknowledged before me this 3 day of october, 2005 by

LAWRENCE ZAPATA

who is personally known to me or who has produced Divers license.

as identification.

CINDY REILLY
MY COMMISSION # DD 175508
EXPIRES: February 17, 2007
Bonded Thru Notary Public Underwritere

Initials:

CFN # 105422966, OR BK 40651 PG 1960, Page 17 of 25

SEP. 30. 2005 1:51PM

FINANCE AMERICA

NO. 6464 P. 10/13

RECORD & RETURN TO: TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 165 FT. LAUDERDALE, FL 33306 FILE NO. 65 - 7935 W/C

LEGAL DESCRIPTION OF PROPERTY

Borrower Name:

LAWRENCE ZAPATA

Property Address: 3125 OAKLAND SHORES DR #B-203

OAKLAND PARK, FL 33309

Property Description:

0042164574

Date:

10/03/05

Condominium Unit No. B-203 of OAKLAND SHORES CONDOMINIUM #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward County, Florida.

**4034** (0108)

VMP MORTGAGE FORMS - (800)521-7291

6/01

**APRS** 

LOAN ID: 0042164574

RECORD & RETURN TO: TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL 33306 FILE NO. 05 - 79 35 W/C

个

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

Finance America, LLC

16802 Aston Street Irvine, CA 92606 Attn: Collateral Management

(Space above this line for Recorder's use)

# PREPAYMENT RIDER

MIN 100052300421645747

**DATE**: 10/03/2005

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into that certain Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor, in favor of

Finance America, LLC ("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Deed of Trust and/orthe Note, the provisions of this Prepayment Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/orthe Note.

Section 4 of the Note is amended to read in its entirety as follows:

Second Mortgage (Rev. 11/17/97)

1196166 (0203)

VMP MORTGAGE FORMS - (800)521-7291

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# " <u>4</u>. BORROWER'S PREPAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due, together with accrued interest. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If within TWO (2) years from the date of execution of the Security Instrument I make a full prepayment or partial prepayment(s), I will at the same time pay to the Note Holder a prepayment charge. An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve-month period without penalty. A prepayment charge will be imposed on any amount prepaid in any twelve-month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount.

| IN WITNESS WHEREOF, the Borrower has before 2005, | as executed this Prepayment Rider on the day | of |
|---|--|----|
| Borrower LAWRENCE ZAPATA                          | Borrower                                     | _  |
| Borrower  | Borrower                                     |    |
| Second Mortgage                                   | MULTISTAT: (Rev. 11/17/97                    |    |

1196166 (0203)

Page 2 of 2

TITLE PARTNERS OF SO. FL. 2651 N. FEDERAL HWY. S-200 FT. LAUDERDALE, FL. 33306 FILE NO. OS 79.3 J/W/C

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Finance America, LLC

P.O. Box 16637 Irvine CA 92623-6637

Order No. 05-7935A Escrow No. 05-7935A

MERS No. 100052300421645747

Loan No. 0042164574

SPACE ABOVE THIS LINE FOR RECORDING DATA

100052300421645747 MIN:

# RIDER TO MORTGAGE, DEED OF TRUST OR SECURITY INSTRUMENT

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

This Rider to the Mortgage, Deed of Trust or other Security Instrument (collectively, the security instrument') is made this 3rd day of OCTOBER, 2005 and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date given by the understand 2 the same date given by the undersigned Borrower or Borrowers (collectively, "Borrower") to secure Borrower's Note to Finance America, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument located at:

Borrower and Length (as defined in the Security Instrument) reduced the holder of any Mortgage, Deed of Trust, Security Instrument or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the provisions of this Rider.

|          |       | , V  | St3105 |    |        |
|----------|-------|------|--------|----|--------|
| Linux    | ene Z | 101  | (Seal) |    | (Seal) |
| LAWRENCE |       | Date |        | Da | te     |
|          |       |      |        |    |        |
|          |       |      | (Seal) |    | (Seel) |
|          |       | Date | (Seal) | Da | (Seal) |

BNOD 10/03

LOAN ID: 0042164574

RECORD & RETURN TO:
TITLE PARTNERS OF SO. FL.
2651 N. FEDERAL HWY. S-200
FT. LAUDERDALE, FL. 33306
FILE NO. & - 75 3.5 W/C / 6

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Finance America, LLC P.O. Box 16637 Irvine CA 92623-6637

SPACE ABOVE THIS LINE FOR RECORDING DATA

MIN: 100052300421645747
SUBORDINATE LIEN RIDER TO DEED OF TRUST,
MORTGAGE OR SECURITY INSTRUMENT

This Subordinate Lien Rider ("Rider") to Deed of Trust, Mortgage or Security Instrument (collectively, the "Security Instrument") is made this 3rd day of OCTOBER 2005 , x200x , and is incorporated into and shall be deemed to amend and supplement the terms of the Security Instrument of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Finance America, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3125 OAKLAND SHORES DR #B-203 OAKLAND PARK, FL 33309 In the event of conflict between the terms of the Security Instrument and this Rider, the terms of the Rider shall control.

Section 4 of the Security Instrument shall be amended by deleting Section 4 in its entirety and replacing it with the following:

4. Prior Security Instruments; Charges; Liens. Borrower shall perform all of Borrower's obligations under any security instrument with a lien which has priority over the lien of this Security Instrument, including Borrower's covenants to make payments when due. Lender and Borrower each recognize that provisions in this Security Instrument and in any Riders give Lender certain rights with respect to the Property and to the receipt of certain funds, including the right to receive payment of insurance proceeds, condemnation and other Miscellaneous Proceeds and the use and application of the proceeds, including the right to hold and disburse the proceeds, are subject to the terms of any security instrument with a lien which has priority over the lien of this Security Instrument. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, other than any superior mortgage of record as of the date this Security Instrument is recorded, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while

BSLR1 10/03

BSL1 LOAN ID: 0042164574

those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, other than a superior mortgage of record as of the date this Security Instrument is recorded, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

| LAWRENCE ZAPATA | 10/5/05 |        |
|-----------------|---------|--------|
| LAWRENCE ZAPATA | DATE    | (Seal) |
|                 | DATE    | (Seal) |
|                 | DATE    | (Seal) |
| •               | DATE    | (Seal) |

BSLR2 10/03

BSL2

LOAN ID: 0042164574

PECORD & RETURN TO:
TITLE PARTNERS OF SO, FL.
2651 N. FEDERAL HWY, S-200
FI. LAUDERDALE, FL. 33306
FILE NO. 47 - 713 £ W/C /65

Return To: Finance America, LLC P.O. Box 16637 Irvine, Ca 92623-6637

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUMRIDER is made this 3rd day of OCTOBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Finance America, LLC (the "Lender") of the same date and covering the property described in the Security Instrumentand located at:

3125 OAKLAND SHORES DR #B-203, OAKLAND PARK, FL 33
[Property Address]

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

OAKLAND SHORES 1

[Name of Condominium Project]

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

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

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

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

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Page 1 of 3

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periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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 proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonmentor termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendmento any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Page 2 of 3

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

| (Seal | (Seal)<br>-Borrower | LAWRENCE ZAPATA |
|-------|---------------------|-----------------|
| (Seal | (Seal)<br>-Borrower | •               |
| (Seal | (Seal)<br>-Borrower |                 |
| (Seal | (Seal)<br>-Borrower | •               |

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Page 3 of 3

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Instr# 118088946 , Page 1 of 1, Recorded 04/20/2022 at 09:45 AM
Broward County Commission

THIS INSTRUMENT PREPARED BY: BECKER & POLIAKOFF, P.A.

BECKER & POLIAKOFF, P.A. Carolyn C. Meadows, Esq. 1 East Broward Blvd., Suite 1700 Fort Lauderdale, FL 33301

Phone: (954) 985-4102 Fax: (954) 987-5940

#### **CLAIM OF LIEN FOR CONDOMINIUM ASSESSMENTS**

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned notary public, personally appeared Carolyn C. Meadows, Authorized Agent of Oakland Shores Condominium #1, Inc., a Florida corporation, on behalf of the corporation, Affiant is (\_x\_) personally known to me and Affiant is the Authorized Agent of Oakland Shores Condominium #1, Inc., whose post office address is 3127 Oakland Shores Drive, Oakland Park, FL 33309, and that pursuant to Section 718.116 of the Florida Statutes as well as the Declaration of Condominium, said Association is owed the following amounts for shares of the common expenses:

| Description  | <u>Amount</u> |
|--|---------------|
| Monthly Maintenance due 07/01/12-12/01/12 at \$252.00 each | \$1,512.00    |
| Monthly Maintenance due 01/01/13-12/01/13 at \$276.39 each | 3,316.68      |
| Monthly Maintenance due 01/01/14-12/01/14 at \$243.36 each | 2,920.32      |
| Monthly Maintenance due 01/01/15-12/01/15 at \$251.05 each | 3,012.60      |
| Monthly Maintenance due 01/01/16-12/01/18 at \$235.80 each | 8,488.80      |
| Monthly Maintenance due 01/01/19-12/01/19 at \$245.00 each | 2,940.00      |
| Monthly Maintenance due 01/01/20-12/01/20 at \$272.00 each | 3,264.00      |
| Monthly Maintenance due 01/01/21-12/01/21 at \$284.00 each | 3,408.00      |
| Monthly Maintenance due 01/01/22-04/01/22 at \$279.00 each | 1,116.00      |
| Special Assessment due 11/15/21-04/15/22 at \$138.30 each  | 829.80        |
| SUBTOTAL   | \$30,808.20   |
| Less payments  | (14,503.51)   |
| TOTAL  | \$16.304.69   |

plus interest at the rate of 8% per annum from the due dates.

This Claim of Lien shall also secure all unpaid assessments, interest, costs and attorneys fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosure.

The Lienor claims this lien on the following described property in BROWARD County, Florida:

Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward, County, Florida.

A/K/A: 3125 Oakland Shores, Unit B-203, Oakland Park, FL 33309

the current owner of which is LAWRENCE ZAPATA.

The amount due to the Lienor remains outstanding as of April 20, 2022.

OAKLANDS IOKES CONDOMINIUM #1, INC.
BY:
Carolyn C. Meadows, Authorized Agent

SWORN TO AND SUBSCRIBED before me by means of  $\boxtimes$  physical presence or  $\square$  online notarization this 20th day of April, 2022, by Carolyn C. Meadows, Authorized Agent.

NOTARY PUBLIC SIGNATURE STATE OF FLORIDA AT LARGE

STATE OF FLORIDA AT L Q F 0 Printed Name of Notary Publi

My Commission Expires: 7

JACKIE L. BRANSON

Notary Public - State of Florida

Commission # GG 224600

My Comm. Expires Jul 20, 2022

Bonded through National Notary Assn.

Instr# 118246127 , Page 1 of 2, Recorded 06/30/2022 at 02:03 PM Broward County Commission

Case Number: CACE-22-009529 Division: 11

Filing # 152456196 E-Filed 06/29/2022 04:39:49 PM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA GENERAL JURISDICTION DIVISION

OAKLAND SHORES CONDOMINIUM #1, INC., A FLORIDA NOT FOR PROFIT CORPORATION,

PLAINTIFF,

V. CASE NO.

LAWRENCE ZAPATA; UNKNOWN SPOUSE OF LAWRENCE ZAPATA; B & L SERVICE, INC.; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; BRIAN BEDIGIAN; UNKNOWN TENANT 1 AND UNKNOWN TENANT 2,

DEFENDANTS.

#### **NOTICE OF LIS PENDENS**

TO THE DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- 1. The Plaintiff has instituted this action against you seeking to foreclose a claim of lien for Condominium association assessments with respect to the property described below.
  - 2. The Plaintiff in this action is indicated in the caption above.
  - 3. The date of the institution of this action is June 28, 2022.
- 4. The property that is the subject matter of this action is in BROWARD County, Florida and is described as follows:

Condominium Unit No. B-203 of Oakland Shores Condominium #1, according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, at Page 85, of the Public Records of Broward, County, Florida.

A/K/A: 3125 Oakland Shores, Unit B-203, Oakland Park, FL 33309

22153799v.1 O14275/399379 CMEADOWS

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

DATED June 28, 2022.

BECKER & POLIAKOFF, P.A.

Attorneys for Plaintiff 1 East Broward Blvd., Suite 1700 Fort Lauderdale, FL 33301

Phone: (954) 985-4102 Fax: (954) 987-5940

Primary: cofoservicemail@beckerlawyers.com

BY:

Carolyn C. Meadows Florida Bar #92888

# WARNING

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

LAWRENCE ZAPATA 3125 OAKLAND SHORES DR. B203 OAKLAND PK, FL 33309

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

- \* Estimated Amount due if paid by February 28, 2023 ......\$4,439.36 Or
- \* Estimated Amount due if paid by March 14, 2023 ......\$4,469.69

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>March 15, 2023</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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FINANCE AMERICA LLC PO BOX 16637 IRVINE, CA 92623-6637

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494220-AA-0390 (TD # 37349)

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FINANCE AMERICA, LLC 16802 ASTON STREET IRVINE, CA 92606

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE RASC 2005-KS12 1100 VIRGINIA DRIVE FORT WASHINGTON, PA 19034

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OAKLAND SHORES CONDOMINIUM #1, INC. 3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309

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OAKLAND SHORES CONDOMINIUM #1, INC. CAROLYN C. MEADOWS BECKER & POLIAKOFF, P.A.

1 EAST BROWARD BLVD., SUITE 1700
FORT LAUDERDALE, FL 33301

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ALDRIDGE CONNORS LLP FIFTEEN PIEDMONT CENTER 3575 PIEDMONT RD NE # 500 ATLANTA, GA 30305-1623

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INDECOMM GLOBAL SERVICES 2925 COUNTRY DR SAINT PAUL, MN 55117-1060

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JULIA L GREENFIELD 16802 ASTON IRVINE, CA 92606-4835

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TITLE PARTNERS OF SOUTH FL 2651 N FEDERAL HWY STE 200 FT LAUDERDALE, FL 33306

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>March 15, 2023</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

# WARNING

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

WILLIAM L EPSTEIN ESQ INTEGRITY TITLE INC 1336 N FEDERAL HWY POMPANO BEACH, FL 33062-3730

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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PROPERTY ID # 494220-AA-0390 (TD # 37349)

# WARNING

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

BECKER AND POLIAKOV LLC, REGISTERED AGENT, O/B/O OAKLAND SHORES CONDOMINIUM #1, INC.

1 EAST BROWARD BLVD SUITE 1700
FORT LAUDERDALE, FL 33301

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494220-AA-0390 (TD # 37349)

# WARNING

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

C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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# WARNING

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

C T CORPORATION SYSTEM, REGISTERED AGENT, O/B/O U.S. BANK NATIONAL ASSOCIATION
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3125 OAKLAND SHORES DR B203 OAKLAND PK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494220-AA-0390 (TD # 37349)

# WARNING

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 5660 NEW NORTHSIDE DRIVE NW 3RD FLOOR ATLANTA, GA 30328

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PROPERTY ID # 494220-AA-0390 (TD # 37349)

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U.S. BANK NATIONAL ASSOCIATION 11127 MCMULLEN ROAD RIVERVIEW, FL 33579

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CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12TH AVE OAKLAND PARK, FL 33334-4525

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| 3 8520             | (Domestic Mail (  | D MAIL <sub>TM</sub> RECONSTRUCTION NO INSURANCE CONTRACTOR OF THE CONTRACTO | Coverage Provided)           |
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| באל בססס ספפס סבסל | Postage  Certified Fee  Return Receipt Fee (Endorsement Required)  Restricted Delivery Fee (Endorsement Required)  Total TD 373  Sent 1  Street, 3125 or PO L City, Sta |  | DR. B203                     |
|                    | PS Form 5000, August  | 2006   | See Reverse for Instructions |

| 37                    |  | DETVICE TELL  DETAIL TELL  ONLY; No Insurance C |                              |  |  |
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| 85                    | For delivery information                                 | ation visit our website                         | at www.usps.comp             |  |  |
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| 747                   | Postage  | \$  | •                            |  |  |
| i i                   | Certified Fee  |   |                              |  |  |
| 0007                  | Return Receipt Fee<br>(Endorsement Required)             |   | Postmark<br>Here             |  |  |
|                       | Restricted Delivery Fee (Endorsement Required)           |   |                              |  |  |
| 0520                  | TD 37349 MARCH 2023 WARNING Total Pt FINANCE AMERICA LLC |   |                              |  |  |
|                       | Sent To  | PO BOX 166                                      |                              |  |  |
| IRVINE, CA 92623-6637 |  |   |                              |  |  |
| 7                     | or PO Bos<br>City, State                                 |   |                              |  |  |
|                       | PS Form 3800, August 2                                   | 006   | See Reverse for Instructions |  |  |

| 8544                                 | (Domestic Mail O                               | MAIL™ REC<br>Inly; No Insurance C<br>ation visit our website | Coverage Provided)<br>at www.usps.com⊚ |  |
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| 743                                  | Postage  | \$   |  |  |
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| 16802 ASTON STREET  IRVINE, CA 92606 |  |  |  |  |
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| [                                    | PS Form 3800, August 2                         | 006  | See Reverse for Instructions           |  |

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|--------------------|--------------------------|--|---------------------------------|
| 7010 O290 CCC 7413 | Sent Stree or PC City, & | \$ 9 MARCH 2023 W 6E ELECTRONIC REG SYSTEMS, INC. P.O. BOX 2026 ELINT, MI 48501-20 | Postmark Here  ARNING ISTRATION |
| ۱<br>              | PS Form 3800, Atigust 2  |  | See Reverse for Instructions    |

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| (         | Restricted Delivery Fee (Endorsement Required) |   |                          |
| 7010 0290 | Sent To Street, Ap or PO Bo                    | 37349 MARCH 202<br>NATIONAL ASSOCIA<br>FOR THE RASC 200<br>1100 VIRGINIA D<br>ORT WASHINGTON, I | ATION AS TRUSTEE 25-KS12 |
|           | PS Form 3800, August 2                         |   | See Reverse 10dctions    |

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| 7433  | Postage<br>Certified Fee                          | <del> </del>                                      |                              |        |
| 100   | Return Receipt Fee<br>(Endorsement Required)      |   | Postmark<br>Here             |        |
|       | Restricted Delivery Fee<br>(Endorsement Required) | 27349 MARCH 202                                   | 3 WARNING                    |        |
| 12.90 | Total Pos OAKLA                                   | AND SHORES CONDO                                  | MINIUM #1, INC.              |        |
|       | Sent To   | 3127 OAKLAND SHO                                  | KE2 DKIAE                    |        |
| 7010  | Street, Apt.<br>or PO Box N<br>City, State, 2     | OAKLAND PARK, F                                   | L 33309                      |        |
| }     | PS Form 3800, August 2                            | 2006  | See Reverse for Instru       | ctions |

| 8582      | (Domestic Mail C  | DETVICE TM  DIMAIL TM RECORDING: No Insurance Control  ation visit our website | Coverage Provided)           |   |
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| 7413      | Postage<br>Certifled Fee  | \$   |                              |   |
| 1000      | Return Receipt Fee<br>(Endorsement Required)<br>Restricted Delivery Fee<br>(Endorsement Required) |  | Postmark<br>Here             |   |
| 7010 0290 | Total F TD 37 OAKLAND Sent To C. MEA  | WARNING , INC. CAROLYN DLIAKOFF, P.A. UITE 1700                                |                              |   |
|           | PS Form 3800, August 2  | 2006   | See Reverse for Instructions | _ |

| 8599      | For delivery information visit our website at www.usps.com <sub>⊕</sub>                           |   |                               |          |  |
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| 7413      | Postage<br>Certified Fee  | \$  |                               |          |  |
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| 7010 0290 | Sent To F Street, / 3.  | 349 MARCH 202<br>ALDRIDGE CONNO<br>FIFTEEN PIEDMONT<br>575 PIEDMONT RD<br>ATLANTA, GA 303 | DRS LLP<br>CENTER<br>NE # 500 |          |  |
| {         | PS Form 3800, August 2  | 2006  | See Reverse for Inst          | ructions |  |

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|      |  | 2925 COUNTRY            |                         |  |
| 7010 | or PO Bu                                       | AINT PAUL, MN 55        | 117-1060                |  |
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|  | JULIA L G   | REENFIEL  | D  | `   |
|  | 16802   | ASTON   |  |   |
|  | RVINE, CA   | 92606-4   | 835  |   |
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| ] 🗀       | 26   | 51 N FEDERAL HWY                               | STE 200                      |
| 7030      | Street, A F                                    | T LAUDERDALE, FL                               | 33306                        |
| ٦-        | City, Sta                                      |  |                              |
| 1         | PS Form 3800, August 2                         | 1006   | See Reverse for Instructions |

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| 7473    | Postage<br>Certified Fee  | \$   |                    |       |
| 1000    | Return Receipt Fee<br>(Endorsement Required)<br>Restricted Delivery Fee<br>(Endorsement Required) |  | Postmark<br>Here   |       |
| 0620 0' | Sant To   | 7349 MARCH 202<br>WILLIAM L EPSTE<br>INTEGRITY TITL  | IN ESQ             |       |
| 7010    | Street, Apt.<br>or PO Box:<br>City, State,<br>PO<br>PS Form 38.                                   | 1336 N FEDERA<br>MPANO BEACH, FL   | L HWY              | tions |

| H3   |  | DETVICE TM  O MAIL TM REC |                        |          |
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| 98   | For delivery inform                            | ation visit our website   | at www.usps.com        | <b>—</b> |
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| 0530 | Total Pt TD 3                                  | 7349 MARCH 202            | 3 WARNING              |          |
| 10   | BECKE  | R AND POLIAKOV LL         | C, REG AGENT,          |          |
|      | Sent To O/B/O                                  | OAKLAND SHORES (          | CONDO #1, INC.         |          |
| 7010 |  | E BROWARD BLVD S          | UITE 1700              |          |
| 7    | or PO Bo.<br>City, State                       | ORT LAUDERDALE, F         | L 33301                |          |
|      | PS Form 3800, August 2                         | 2006                      | See Reverse for Instru | ctions   |

| 50    |  | GETVICE TEM  O MAIL TEM  Inly; No Insurance C |                              |         |
|-------|--|---|------------------------------|---------|
| 9.4   | For delivery informa                           | ation visit our website                       | at www.usps.com <sub>®</sub> |         |
| m     | OFF  | ICIAL   | <u>. USE</u>                 |         |
| 747   | Postage  | \$  |                              |         |
| 1     | Certified Fee                                  |   |                              |         |
| 0001  | Return Receipt Fee<br>(Endorsement Required)   |   | Postmark<br>Here             |         |
| 1     | Restricted Delivery Fee (Endorsement Required) |   |                              |         |
| 05-20 |  | 349 MARCH 2023<br>YSTEM, REG AGENT, C         |                              |         |
|       | Sent To ELECTI                                 | RONIC REGISTRATION                            | SYSTEMS, INC.                |         |
| 胃     |  | 200 SOUTH PINE ISLA                           |                              |         |
| 7030  | or PO Bc<br>City, Stat                         | PLANTATION, FL                                | 33324                        |         |
|       | PS Form 3800, August 2                         | 006   | See Reverse for Instru       | ictions |

|      | U.S. POSTALS<br>CERTIFIE<br>(Domestic Mail C   | IAM C         | L <sub>IM</sub> RI |          |                    |               | ided,  | )       |
|------|--|---------------|--------------------|----------|--------------------|---------------|--------|---------|
| 999  | For delivery inform                            | ation visit ( | our webs           | ite at w | ww.us              | ps.co         | omo    |         |
| 3.8  | OFF  | IC            | IA                 | L        | U                  | S             | 20.00  |         |
| 747  | Postage  | \$            |                    |          |                    |               |        |         |
| ł    | Certified Fee                                  |               |                    |          |                    |               |        |         |
| 0001 | Return Receipt Fee<br>(Endorsement Required)   |               |                    | _        | P                  | ostma<br>Here | rk     |         |
| ł    | Restricted Delivery Fee (Endorsement Required) |               |                    |          |                    |               |        |         |
| 品品   | Total Po TD 3                                  | 7349 MA       | RCH 2              | 023 W    | ARN                | ING           |        |         |
| 召    |  | PORATION      | SYSTEM,            | REGIST   | ERED               | AGEN          | IT,    |         |
|      | Sent To O/B/                                   | O U.S. BAN    | K NATIO            | NAL AS   | SOCIA <sup>.</sup> | ΓΙΟΝ          |        |         |
| 涓    | Street, Ap                                     | 1200 SOUT     | H PINE I           | SLAND    | ROAD               |               |        |         |
| 7010 | or PO Box<br>City, State                       | PLANT         | ATION, F           | L 3332   | 24                 |               |        |         |
| }    | PS Form 3800, August                           | 2006          |                    | Se       | e. Revéi           | se for        | Instri | ctions. |

| H2H             |  | Service™<br>D MAIL™ REQ<br>Only; No Insurance Q |                                  |
|-----------------|--|---|----------------------------------|
| ]<br>[ <u>-</u> | For delivery inform                            | ation visit our website                         | at www.usps.com⊚                 |
| 3 6             | OFF  | ICIAL   | USE                              |
| 741             | Postage  | \$  |                                  |
| 1               | Certified Fee                                  |   |                                  |
| 1000            | Return Receipt Fee<br>(Endorsement Required)   |   | Postmark<br>Here                 |
| ]               | Restricted Delivery Fee (Endorsement Required) |   |                                  |
| 0520            | Т  | D 37349 MARCH 2<br>ORTGAGE ELECTRON             | 2023 WARNING<br>IIC REGISTRATION |
| <b>,</b>        | Sent To  | SYSTEMS,  | INC.                             |
| 7070            | Street, Apt. N 5660                            | NEW NORTHSIDE DE                                | RIVE NW 3RD FLOOR                |
| 7               | or PO Box No<br>City, State, Zi                | ATLANTA, GA                                     | 30328                            |
| {               | PS Form 3800, Aŭgust                           | 2006  | See Reverse for Instructions     |

| 696       | (Domestic Mail O  | DETAIL THE CONTROL OF | Coverage Provided) |  |
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| <b>-D</b> | OFF   |  | . USE              |  |
| 0001 7413 | Postage  Certified Fee  Return Receipt Fee (Endorsement Required)  Restricted Delivery Fee (Endorsement Required) | \$   | Postmark<br>Here   |  |
| 7010 0290 | Total Day TD 3  | 7349 MARCH 202<br>ANK NATIONAL<br>11127 MCMULLE<br>RIVERVIEW, FL   | N ROAD             |  |

| 704  | U.S. POSTAINS CERTIFIED (Domestic Mail C          | DMÁIL<br>Dnly; No Insi | <sub>M</sub> RE(<br>urance C | overage i |                 | d)         |
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| 87   |   |                        | A I                          |           | C E             |            |
| m    |   |                        | 1 to                         |           |                 | *          |
| 747  | Postage   | \$                     |                              |           |                 |            |
| ı    | Certified Fee                                     |                        |                              |           |                 |            |
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| {    | Restricted Delivery Fee<br>(Endorsement Required) |                        |                              |           |                 |            |
| 0240 | Total Postage                                     | TD 37349 N             |                              |           |                 | 3          |
| (□,  |   | CITY                   | OF OAKL                      | AND PARI  | <b>(</b>        | -          |
| Ċ    | Sent To   | NDREW TH               |                              |           |                 |            |
| 0.10 | Street, Apt. No.                                  |                        | 50 NE 12                     |           | OFFICE          | -          |
| 7[   | or PO Box No.<br>City, State, ZIF                 | OAKLAND                |                              |           | 4525            | 4          |
|      | PS Form 3800, August                              | 2006                   |                              | See Rever | se for Inst     | ruciions : |

| SENDER: COMPLETE THIS SECTION   | COMPLETE THIS SECTION ON DELIVERY  |
|---|--|
| <ul> <li>Complete items 1, 2, and 3</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 37349 MARCH 2023 WARNING WILLIAM L EPSTEIN ESQ INTEGRITY TITLE INC</li> <li>1336 N FEDERAL HWY</li> <li>PC</li> </ul> </li> </ul> | A. Signature  X  |
| 9590 9402 6458 0346 4562 67  2. Article Number (Transfer from service label) 7010 0290 0001 7413 8636   | 3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery □ Collect on Delivery □ Collect on Delivery □ Iail □ Iail Restricted Delivery |
| S Form 3811, July 2020 PSN 7530-02-000-9053   | Domestic Return Receipt  |

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|     | SÈNDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON   | DELIVERY   |
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| , i | <ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 37349 MARCH 2023 WARNING OAKLAND SHORES CONDOMINIUM #1, INC.</li> </ul> </li> <li>3127 OAKLAND SHORES DRIVE OAKLAND PARK, FL 33309</li> </ul> | A. Signature  X  B. Received by (Printed Name)  D. Is delivery address different fro If YES, enter delivery address              | ☐ Agent ☐ Addresser ☐ C. Date of Delivery ☐ ☐ Yes ☐ No   |
| 1.3 | 9590 9402 6458 0346 4564 34  2-041010 0290 1000 117413 857   | 3. Service Type  Adult Signature Adult Signature Restricted Delivery Certified Mail® Collect on Delivery Collect on Delivery III | ☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restrict Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery |

| SEN              | NDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON  | DELĮVERY   |
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| ■ P<br>SG<br>■ A | Complete items 1, 2, and 3. Print your name and address on the reverse of that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.  Priciple Addressed to: | A. Signature  A. Signature  B. Received by (Printed Name)  D. Is delivery address different from  | C. Date of $\partial \cdot G$  |
|                  | TD 37349 MARCH 2023 WARNING OAKLAND SHORES CONDO #1, INC. CAROLYN C. MEADOWS BECKER & POLIAKOFF, P.A. 1 E BROWARD BLVD., SUITE 1700 FORT LAUDERDALE, FL 33301  | If YES, enter delivery address  | below: 🔲 No  |
|                  | 9590 9402 6458 0346 4562 12<br>7010 0290 0001 7413 8586  | 3. Service Type  Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery all Restricted Delivery | ☐ Priority Mail Ex ☐ Registered Ma ☐ Registered Ma ☐ Registered Ma ☐ Signature Cont ☐ Signature Cont Restricted Deli |
| PSF              | orm 3811, July 2020 PSN 7530-02-000-9053   | ( <u></u> )   | Domestic Return  |

| \$ and the result of the second |  |
|---|--|
| A. Signature  A. Signature  A. Signature  Address  B. Received by (Pfinted Name)  D. Is delivery address different from item 1?   Yes  If YES, enter delivery address below:  | ■ 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: |
| 3. Service Type ☐ Priority Mail Express®  | 6ECKER AND POLIAKOV LLC, REG AGENT, O/B/O OAKLAND SHORES CONDO #1, INC. 1 E BROWARD BLVD SUITE 1700 FORT LAUDERDALE, FL 33301  |
| ☐ Adult Signature ☐ Registered Mail™ ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery ☐ Signature Confirmation ☐ Restricted Delivery   | 9590 9402 6458 0346 4562 74 Certif Collection  |
| ali Restricted Delivery  Domestic Return Receip   | 7010 0290 0001 7413 8643<br>PS Form 3811, July 2020 PSN 7530-02-000-9053   |

| í | SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON L   | DELIVERY  |
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|   | ■ 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 37349 MARCH 2023 WARNING CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12TH AVE OAKLAND PARK, FL 33334-4523 | A. Signature  X  | C. Date o   |
|   | 9590 9402 6458 0346 4563 28  2. Article Number (Transfer from service label).  7010 0290 0001 7413 870   | □ Adult Signature     □ Adult Signature Restricted Delivery     □ Certified Mail®     □ Certified Mail Restricted Delivery     □ Collect on Delivery     □ Collect on Delivery Restricted Delivery | ☐ Priority Mail E ☐ Registered Mail ☐ Registered Mail ☐ Registered Mail ☐ Signature Cor ☐ Signature Cor ☐ Restricted De |

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| 1 1 | ■ 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 37349 MARCH 2023 WARNING CT CORPORATION SYSTEM, REGISTERED AGENT, O/B/O U.S. BANK NATIONAL ASSOCIATION 1200 SOUTHERINE ISLAND ROAD PLANTARON, FL 33324 |
| 2.  | 9590 9402 6458 0346 4562 98  Article Number (Transfer from service label)   |

| ENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY   |
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| Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  Article Addressed to:  TD 37349 MARCH 2023 WARNING  US BANK NATIONAL ASSOCIATION AS TRUSTEE  FOR THE ASC 2005-KS12  1106 RGINIA DRIVE  FORT WAS INGTON, PA 19034 | A. Signature  X Denicy Helly  |
| 9590 9402 6893 1104 8117 47   | 3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery □ Adult Signature Restricted Delivery □ Signature Confirmation Restricted Delivery □ Registered Mail Restricted Delivery □ Signature Confirmation Restricted Delivery |
| S Form 3811, July 2020 PSN 7530-02-000-9053   | Domestic Return Receip  |

|        | SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON   | DELIVERY   |
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| )<br>) | ■ 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:  ■ 37349 MARCH 2023 WARNING ALDRIDGE CONNORS LLP FIFTEEN PIEDMONT CENTER 3575 PIEDMONT RD NE # 500 ATLANTA, GA 30305-1623 | B. Received by (Printed Name)  A. Signature  B. Received by (Printed Name)  D. Is delivery address different from If YES, enter delivery address   | Agent Addresse S. Date of Deliver 28123  mittern 1 LE Yes  |
|        | 9590 9402 6458 0346 4562 29  2-Article Number (Transfer from service label) 7010 0290 0001 7413 8599   | 3. Service Type  Adult Signature Adult Signature Restricted Delivery  Certified Mail® Certified Mail Restricted Delivery Collect on Delivery  Jail Jail Restricted Delivery Jail Sestricted Delivery  Jail Restricted Delivery | □ Priority Mail Express®     □ Registered Mail™     □ Registered Mail Restrict Delivery     □ Signature Confirmation¹     □ Signature Confirmation Restricted Delivery |