



**339 SIXTH AVENUE, SUITE 1400
PITTSBURGH, PA 15222
Phone: (412) 391-5555 Fax: (412) 391-7608
E-mail: TitleExpress@grantstreet.com**

www.GrantStreet.com

UPDATE REPORT

UPDATE ORDER DATE: 02/13/2018

REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 02/12/2018

CERTIFICATE # 2013-9217

ACCOUNT # 494135BL0210

ALTERNATE KEY # 277017

TAX DEED APPLICATION # 38965

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:

Unit 301, of The Pines, A Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 4276, at Page 593, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 5335 NW 10 COURT #301, PLANTATION FL 33313

OWNER OF RECORD ON CURRENT TAX ROLL:

ERICK LARA

3671 SW 23 ST

FORT LAUDERDALE, FL 33312-4292

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

THE PINES-A CONDOMINIUM, INC.

Instrument: 114823440

P.O. BOX 122015

FORT LAUDERDALE, FL 33312 (Per Certificate of Title and Sunbiz)

PINES-A CONDOMINIUM INC

PO BOX 122015

FORT LAUDERDALE, FL 33312 (Per Property Appraiser)

TDSUNSHINE PROPERTY MANAGEMENT, REGISTERED AGENT

O/B/O THE PINES-A CONDOMINIUM, INC.

1868 NORTH UNIVERSITY DRIVE SUITE 205

PLANTATION, FL 33322 (Per Sunbiz. Declaration recorded in 4276-593.)

NOTE: Images and attachments from previous search not included in update.

MORTGAGE HOLDER OF RECORD:

No new documents found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

No new documents found.

UPDATE REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 4941 35 BL 0210

CURRENT ASSESSED VALUE: \$54,000

HOMESTEAD EXEMPTION: No

MOBILE HOME ON PROPERTY: No

OUTSTANDING CERTIFICATES:

1. 2017-7512

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Final Judgment of Foreclosure

Instrument: 114720265

**Update search found 1 Judgment of Foreclosure and 1 Certificate of Title showing a change in ownership.

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.

Christina Young

Title Examiner

PROPERTY INFORMATION REPORT

ORDER DATE: 10/03/2017

REPORT EFFECTIVE DATE: 20 YEARS UP TO 10/02/2017

CERTIFICATE # 2013-9217

ACCOUNT # 494135BL0210

ALTERNATE KEY # 277017

TAX DEED APPLICATION # 38965

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:

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interests in the common elements thereto.

PROPERTY ADDRESS: 5335 NW 10 COURT #301, PLANTATION FL 33313

OWNER OF RECORD ON CURRENT TAX ROLL:

ERICK LARA

3851 W STATE ROAD 84 UNIT 103

DAVIE, FL 33312-8818

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

ERICK LARA

OR: 43086, Page: 53

461 N.W. 87TH TERRACE #203

PLANTATION, FL 33324 (Per Deed)

ERICK LARA

3671 SW 23 ST

FORT LAUDERDALE, FL 33312-4292 (Per Property Appraiser)

MORTGAGE HOLDER OF RECORD:

DEUTSCHE BANK NATIONAL TRUST COMPANY, OR: 48815, Page: 991

AS TRUSTEE FOR THE HOLDERS OF MORGAN STANLEY

ABS CAPITAL I INC., TRUST 2007-NC2, MORTGAGE

PASS-THROUGH CERTIFICATES, SERIES 2007-NC2

C/O BAC, MC: CA6-914-01-43

1800 TAPO CANYON ROAD

SIMI VALLEY, CA 93063 (Per Assignment of Mortgage)

NEW CENTURY MORTGAGE CORPORATION

OR: 43086, Page: 43

18400 VON KARMAN, SUITE 1000

IRVINE, CA 92612 (Per Mortgage)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
P.O. BOX 2026
FLINT, MI 48501-2026 (Per Mortgage 43086-43)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

NATIONAL CITY MORTGAGE CO OR: 36150, Page: 229
DBA ACCUBANC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342 (Per Mortgage for Prior owners. No satisfaction found of record.)

JEAN AUGUSTINE
5335 NW 10 CT
PLANTATION, FL 33313 (Per Mortgage 36150-229. Prior owner. Address from 36150-228.)

JEAN AUGUSTIN
4361 NW 5TH STREET
PLANTATION, FL 33317 (Per Mortgage 36150-229. Prior owner. Address from 38187-1173)

THE PINES - A CONDOMINIUM, INC. Instrument: 113978826
2319 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33311 (Per Lien)

THE PINES - A CONDOMINIUM, INC. Instrument: 114165551
BRIAN T. MEANLEY, ESQ.
STRALEY & OTTO, P.A.
2699 STIRLING ROAD
SUITE C-207
FORT LAUDERDALE, FL 33312 (Per Lis Pendens)

THE PINES - A CONDOMINIUM, INC. OR: 4276, Page: 593
P.O. BOX 122015
FORT LAUDERDALE, FL 33312 (Per Sunbiz)

TDSUNSHINE PROPERTY MANAGEMENT, REGISTERED AGENT
O/B/O THE PINES - A CONDOMINIUM, INC.
1868 NORTH UNIVERSITY DRIVE
SUITE 205
PLANTATION, FL 33322 (Per Sunbiz)

TAX EASE FUNDING 2016-1 LLC
PO BOX 645484
LB# 0005484
CINCINNATI, OH 45264 (Tax Deed Applicant)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 4941 35 BL 0210

CURRENT ASSESSED VALUE: \$42,410

HOMESTEAD EXEMPTION: No

MOBILE HOME ON PROPERTY: No

OUTSTANDING CERTIFICATES:

1. 2017-7512

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Warranty Deed	OR: 22732, Page: 23
Certificate of Title	OR: 28839, Page: 502
Warranty Deed	OR: 29604, Page: 621
Quit Claim Deed	OR: 34247, Page: 1779
Warranty Deed	OR: 36150, Page: 228
Warranty Deed	OR: 38187, Page: 1173
Mortgage	OR: 43086, Page: 55
Assignment of Mortgage	OR: 48554, Page: 441
Re-recorded Mortgage (Corrects Mortgage 43086-43)	OR: 43227, Page: 976

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.

Christina Young

Title Examiner



Site Address	5335 NW 10 COURT #301, PLANTATION FL 33313	ID #	4941 35 BL 0210
Property Owner	PINES-A CONDOMINIUM INC	Millage	2212
Mailing Address	PO BOX 122015 FORT LAUDERDALE FL 33312	Use	04

Abbreviated Legal Description	THE PINES CONDO UNIT 301
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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)**.

Property Assessment Values					
Click here to see 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$5,400	\$48,600	\$54,000	\$54,000	
2017	\$5,400	\$48,600	\$54,000	\$29,640	\$797.65
2016	\$4,240	\$38,170	\$42,410	\$26,950	\$693.90

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$54,000	\$54,000	\$54,000	\$54,000
Portability	0	0	0	0
Assessed/SOH	\$54,000	\$54,000	\$54,000	\$54,000
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$54,000	\$54,000	\$54,000	\$54,000

Sales History			
Date	Type	Price	Book/Page or CIN
12/14/2017	CET-D	\$10,100	114823440
10/20/2006	WD	\$138,500	43086 / 53
8/31/2004	WD	\$72,000	38187 / 1173
8/11/2003	WD	\$60,000	36150 / 228
12/12/2002	QCD	\$100	34247 / 1779

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F.		1000
Units/Beds/Baths		1/2/2
Eff./Act. Year Built: 1971/1970		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
						PL		
						1		



MARTY KIARD
BROWARD COUNTY
 PROPERTY APPRAISER

Site Address	5335 NW 10 COURT #301, PLANTATION FL 33313	ID #	4941 35 BL 0210
Property Owner	LARA,ERICK	Millage	2212
Mailing Address	3671 SW 23 ST FORT LAUDERDALE FL 33312-4292	Use	04

Abbreviated Legal Description	THE PINES CONDO UNIT 301
--------------------------------------	--------------------------

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)**.

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$5,400	\$48,600	\$54,000	\$29,640	
2016	\$4,240	\$38,170	\$42,410	\$26,950	\$693.90
2015	\$3,270	\$29,460	\$32,730	\$24,500	\$609.63

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$54,000	\$54,000	\$54,000	\$54,000
Portability	0	0	0	0
Assessed/SOH	\$29,640	\$54,000	\$29,640	\$29,640
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$29,640	\$54,000	\$29,640	\$29,640

Sales History			
Date	Type	Price	Book/Page or CIN
10/20/2006	WD	\$138,500	43086 / 53
8/31/2004	WD	\$72,000	38187 / 1173
8/11/2003	WD	\$60,000	36150 / 228
12/12/2002	QCD	\$100	34247 / 1779
5/21/1999	SWD	\$31,000	29604 / 621

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F.		1000
Units/Beds/Baths		1/2/2
Eff./Act. Year Built: 1971/1970		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
						PL		
						1		

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #38965

**STATE OF FLORIDA
COUNTY OF BROWARD**

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of March 2018, 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:

BROWARD COUNTY CLERK OF COURTS
FORECLOSURE DEPT
201 SE 6 ST RM 4130
FORT LAUDERDALE, FL 33301

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

TAX EASE FUNDING 2016-1 LLC
PO BOX 645484 LB# 0005484
CINCINNATI, OH 45264

NATIONAL CITY MORTGAGE CO
DBA ACCUBANC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

JEAN AUGUSTINE
5335 NW 10 CT
PLANTATION, FL 33313

JEAN AUGUSTIN
4361 NW 5TH STREET
PLANTATION, FL 33317

ERICK LARA
461 N.W. 87TH TERRACE #203
PLANTATION, FL 33324

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC., TRUST 2007-NC2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC2 C/O BAC, MC: CA6-914-01-43
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

THE PINES - A CONDOMINIUM, INC.
2319 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33311

THE PINES - A CONDOMINIUM, INC., BRIAN T. MEANLEY, ESQ., STRALEY & OTTO, P.A.
2699 STIRLING ROAD, SUITE C-207
FORT LAUDERDALE, FL 33312

THE PINES - A CONDOMINIUM, INC.
P.O. BOX 122015
FORT LAUDERDALE, FL 33312

TDSUNSHINE PROPERTY MANAGEMENT, REGISTERED AGENT O/B/O THE PINES - A CONDOMINIUM, INC.
1868 NORTH UNIVERSITY DRIVE SUITE 205
PLANTATION, FL 33322

ERICK LARA
3671 SW 23 ST
FORT LAUDERDALE, FL 33312-4292

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

CITY OF PLANTATION
ATTN ANNA C OTINIANO
FINANCE DIRECTOR
400 NW 73 AVE
PLANTATION, FL 33317

ERICK LARA
5335 NW 10 CT # 301
PLANTATION, FL 33313

THE PINES A CONDOMINIUM INC
5335 NW 10 CT
PLANTATION, FL 33313

ERICK LARA
3851 W STATE RD 84 UNIT 103
DAVIE, FL 33312

BRIAN T MEANLEY ESQ
STRALEY & OTTO P.A.
2699 STIRLING RD STE C-207
FORT LAUDERDALE, FL 33312

BRIAN THOMAS MEANLEY
9900 STIRLING RD STE 232
HOLLYWOOD, FL 33024

BANK OF AMERICA N.A
1800 TAPO CANYON RD
SIMI VALLEY, CA 93063

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC TRUST 2007-NC2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC2
5701 HORATIO ST
UTICA, NY 13502

SPECIALIZED LOAN SERVICING LLC
ATTN: CUSTOMER CARE SUPPORT
P.O. BOX 636005
LITTLETON, CO 80163

BANK OF AMERICA
ELIZABETH TORRES
TSC SALE RECOVERY
177 HOLSTON DR MAIL CODE CAO-911-01-03
LANCHESTER, CA 98586

BRIAN T MEANLEY ESQ
9900 STIRLING RD STE 104
HOLLYWOOD, FL 33024

STEPHEN J. STRALEY ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

CHARLES F. OTTO ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

DANIEL A. WEBER ESQ.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

ERICK LARA AND UNKNOWN SPOUSE OF ERICK LARA
5335 NW 10CT #301
PLANTATION, FL 33313

NEW CENTURY MORTGAGE CORPORATION
11155 SHADOW DR
AUBURN, CA 95602

NEW CENTURY MORTGAGE
1901 E VOORHEES ST STE C
DANVILLE, IL 61834

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

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

**BROWARD COUNTY CODE & ZONING ENFORCEMENT SECTION PLANNING & REDEVELOPEMENT DIV. ENVIRONMENTAL PROTECTION & GROWTH MGMT DEPT
GCW - 1 NORTH UNIVERSITY DR
MAILBOX 302
PLANTATION, FL 33324**

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

**BROWARD COUNTY WATER & WASTEWATER
2555 W. COPANS RD
POMPANO BEACH, FL 33069**

**PUBLIC WORKS DEPT REAL PROPERTY GOVERNMENTAL CENTER, RM 326,
115 S. ANDREWS AVE
FT. LAUDERDALE, FL 33301**

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

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of March 2018 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

By _____
Deputy **Juliette M. Aikman**

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 38965

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: 494135-BL-0210
Certificate Number: 9217
Date of Issuance: 06/01/2014
Certificate Holder: TAX EASE FUNDING 2016-1 LLC
Description of Property: THE PINES CONDO
UNIT 301

A CONDOMINIUM, ACCORDING TO THE DECLARATION OF
CONDIMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK
4276, PAGE 593, AND ALL EXHIBITS AND AMENDMENTS THEREOF,
PUBLIC RECORDS OF BROWARD COUNTY, FL.

Name in which assessed: LARA,ERICK
Legal Titleholders: LARA,ERICK
3671 SW 23 ST
FORT LAUDERDALE, FL 33312-4292

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 18th day of April, 2018. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net
**Pre-registration is required to bid.*

Dated this 15th day of March, 2018.

Bertha Henry
County Administrator
RECORDS, TAXES, AND TREASURY DIVISION

By:  _____

Dana F. Buker
Deputy

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

Publish: DAILY BUSINESS REVIEW
Issues: 03/15/2018, 03/22/2018, 03/29/2018 & 04/05/2018
Minimum Bid: 5524.68

BROWARD DAILY BUSINESS REVIEW

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

**STATE OF FLORIDA COUNTY
OF BROWARD:**

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

38965
NOTICE OF APPLICATION FOR TAX DEED
CERTIFICATE NUMBER: 9217

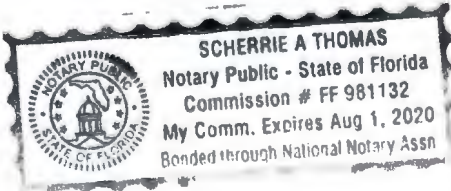
in the XXXX Court,
was published in said newspaper in the issues of

03/15/2018 03/22/2018 03/29/2018 04/05/2018

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

[Handwritten signature]
Sworn to and subscribed before me this
5 day of APRIL, A.D. 2018
[Handwritten signature]

(SEAL)
GUERLINE WILLIAMS personally known to me



**Broward County, Florida
RECORDS, TAXES & TREASURY
DIVISION/TAX DEED SECTION
NOTICE OF APPLICATION FOR
TAX DEED NUMBER 38965**

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: 494135-BL-0210
Certificate Number: 9217
Date of Issuance: 06/01/2014
Certificate Holder:
TAX EASE FUNDING 2016-1 LLC
Description of Property:
THE PINES CONDO
UNIT 301
A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 593, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FL.

Name in which assessed:
LARA, ERICK
Legal Titleholders:
LARA, ERICK
3671 SW 23 ST
FORT LAUDERDALE, FL 33312-4292

All of said property being in the County of Broward, State of Florida. Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 18th day of April, 2018. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at: broward.deedauction.net
*Pre-registration is required to bid.
Dated this 15th day of March, 2018.
Bertha Henry
County Administrator
RECORDS, TAXES, AND
TREASURY DIVISION

(Seal)
By: Dana F. Buker
Deputy
This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.
Minimum Bid: 5524.68
401-314
3/15-22-29 4/5 18-116/0000301936B

Assignment: 7626 Please Route To Supervisor Service Sheet # 18-011700
BROWARD COUNTY, FL vs. PINES-A CONDOMINIUM INC DEPENDANT TD 30995
PLAINTIFF CASE
TAX SALE NOTICE COUNTY/BROWARD COURT 4/18/2018
TYPE OF WRIT HEARING DATE
PINES-A CONDOMINIUM INC SERVE 5335 NW 10 COURT #301
PLANTATION, FL 33313
SERVE A.S.A.P. - RETURN Received this process on 3/13/18 7626

14279
BROWARD COUNTY REVENUE-DELINQ TAX SECTION
115 S. ANDREWS AVENUE, ROOM A-100
FT LAUDERDALE, FL 33301

Date 3/12/2018 1400
 Served
 Not Served - see comments
3/14/18 at 1230
Date Time

JULIE AIKMAN SUPV
Attorney
9884

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

INDIVIDUAL SERVICE

SUBSTITUTE SERVICE:

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

CORPORATE SERVICE:

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

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

POSTED RESIDENTIAL: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183
1st attempt date/time: _____ 2nd attempt date/time: _____

POSTED COMMERCIAL: By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183
1st attempt date/time: _____ 2nd attempt date/time: _____

OTHER RETURNS: See comments

COMMENTS: 3/14/18 1230-1238 Posters Tax SALE Notice.

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

SCOTT J. ISRAEL, SHERIFF
BROWARD COUNTY, FLORIDA

BY Kelly Aikman 7626 D.S.
CREAMER

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION
PROPERTY ID # 494135-BL-0210 (TD #38965)

RECEIVED SHERIFF
2018 MAR 12 AM 8:25
BROWARD COUNTY, FLORIDA

WARNING

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

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

NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by March 30, 2018\$3,745.78

Or

* Amount due if paid by April 17, 2018\$3,785.76

*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON April 18, 2018 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

PINES-A CONDOMINIUM INC
5335 NW 10 COURT #301
PLANTATION, FL 33313

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
THE PINES - A CONDOMINIUM, INC.

Filing Information

Document Number	719132
FEI/EIN Number	59-1307451
Date Filed	08/06/1970
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/12/2010
Event Effective Date	NONE

Principal Address

5335 NW 10th COURT
PLANTATION, FL 33313

Changed: 03/17/2016

Mailing Address

P.O. Box 122015
FORT LAUDERDALE, FL 33312

Changed: 06/12/2017

Registered Agent Name & Address

TDSunshine Property Management
1868 North University Drive
Suite 205
Plantation, FL 33322

Name Changed: 06/12/2017

Address Changed: 06/12/2017

Officer/Director Detail

Name & Address

Title VP

FERGUSON, PAULINE
P.O. Box 122015

FORT LAUDERDALE, FL 33312

Title PRESIDENT

BLACKWOOD, JEFFREY

P.O. Box 122015

FORT LAUDERDALE, FL 33312

Title Director

Rashied, Abdool

P.O. Box 122015

FORT LAUDERDALE, FL 33312

Title Secretary

Ball-McClure, Barbara

P.O. Box 122015

FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2016	03/17/2016
2017	03/14/2017
2017	06/12/2017

Document Images

06/12/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
05/24/2017 -- Off/Dir Resignation	View image in PDF format
05/24/2017 -- Off/Dir Resignation	View image in PDF format
05/24/2017 -- Off/Dir Resignation	View image in PDF format
03/14/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
10/12/2010 -- Amendment	View image in PDF format
03/14/2010 -- ANNUAL REPORT	View image in PDF format
03/28/2009 -- ANNUAL REPORT	View image in PDF format
12/22/2008 -- Reg. Agent Change	View image in PDF format
06/18/2008 -- ANNUAL REPORT	View image in PDF format
06/25/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
07/11/2005 -- ANNUAL REPORT	View image in PDF format
05/05/2004 -- ANNUAL REPORT	View image in PDF format
05/12/2003 -- ANNUAL REPORT	View image in PDF format
04/21/2002 -- ANNUAL REPORT	View image in PDF format

04/25/2001 -- ANNUAL REPORT	View image in PDF format
04/27/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
07/02/1998 -- ANNUAL REPORT	View image in PDF format
04/15/1997 -- ANNUAL REPORT	View image in PDF format
04/01/1996 -- ANNUAL REPORT	View image in PDF format
04/06/1995 -- ANNUAL REPORT	View image in PDF format

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/9/2017 10:01:37 AM.****

The Pines - A Condominium, Inc.,

Plaintiff,

vs.

Erick Lara, et al.,

Defendants.

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

GENERAL JURISDICTION DIVISION

CASE NO: 17-1268 CACE 05

REG. in Open Court,
CLERK OF THE CIRCUIT COURT
ON 11-9-17
BY R. Ehridge

SUMMARY FINAL JUDGMENT OF
FORECLOSURE

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on November 9, 2017. On the evidence presented

IT IS ADJUDGED that:

1. The Plaintiff's Motion for Summary Judgment is GRANTED. Service of process has been duly and regularly obtained over Erick Lara and New Century Mortgage Corporation, defendants.
2. There is due and owing to the Plaintiff the following:

Unpaid assessments through November 2017, maintenance assessments accruing thereafter \$385.28/monthly	\$27,450.10
Demand Letter	\$299.00
Lien Fees and Costs	\$733.00
Title Search Expense	\$35.00
Copy Fee	\$30.00
Court Costs:	
Filing fee	\$456.00
Service of Process	\$448.00
People Search	\$5.00
Military Request	\$36.40
Notice of Sale Issuance/Filing-Clerk Fee	\$65.00
Publication for Notice of Action	\$245.00
Clerk Sale Fee	\$70.00
Publication for Notice of Sale	\$245.00
Expert Cost – Shaun Zaciewski, Esq.	\$50.00
Federex	<u>\$115.00</u>
 SUBTOTAL	 \$30,282.50
Attorney fees based upon 11.20 hours at \$225.00 per hour	<u>\$2,520.00</u>
GRAND TOTAL	\$32,802.50

3. The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. Plaintiff, whose address is 1868 North University Drive, Suite 205, Plantation, FL 33322, holds a lien for the grand total sum specified in Paragraph 2 herein. The lien of the plaintiff is superior in dignity to any right, title, interest or claim of the defendants and all persons, corporations, or other entities claiming by, through, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116. The plaintiff's lien encumbers the subject property located in Broward County, Florida and described as:

Unit 301, of The Pines, A Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 4276, at Page 593, of the Public Records of Broward County, Florida.

Property Address: 5335 NW 10th Court #301, Plantation, FL 33313.

5. If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on December 14, 2017 to the highest bidder for cash, except as prescribed in Paragraph 6, at:

[] www.broward.realforeclose.com, the Clerk's website for on-line auctions at 10:00 a.m. after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale in the absence of the plaintiff or its representative.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Section 45.031, Florida Statutes, for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. On filing of the Certificate of Sale, defendants' right of redemption as proscribed by Florida Statutes, Section 45.0315 shall be terminated.

8. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale. During the sixty(60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. Upon filing of the Certificate of Title, defendant and all persons claiming under or against defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property

and the purchaser at sale shall be let into possession of the property.

10. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the plaintiff, that 11.20 hours were reasonably expended by plaintiff's counsel and that an hourly rate of \$225.00 is appropriate. PLAINTIFFS COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation. Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

11. NOTICE PURSUANT TO AMENDMENT TO SECTION, 45.031, FLA. ST. (2006)

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, BROWARD: HOWARD C. FORMAN, 954-831-5659 WITHIN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION BROWARD: LEGAL AID SERVICES OF BROWARD COUNTY AT 954-765-8950 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT [BROWARD: LEGAL AID SERVICES OF BROWARD COUNTY AT

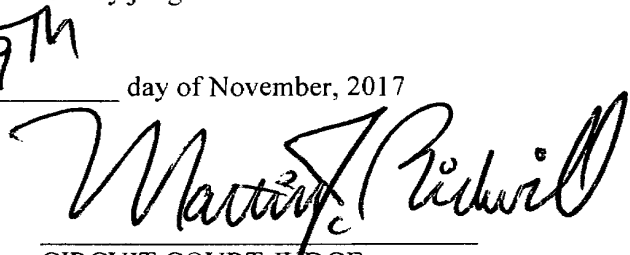
Summary Final Judgment for:

The Pines - A Condominium, Inc., vs. Erick Lara, et al., CASE NO: 17-1268 CACE 05

954-765-8950_YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE. ANY ADDITIONS, MODIFICATION OR CHANGES TO THE PROVISIONS ABOVE SHOULD BE SET FORTH IN BOLD TYPE AND CONSECUTIVELY NUMBERED PARAGRAPHS.

12. The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments.

ORDERED at Broward, Florida on 9th day of November, 2017


CIRCUIT COURT JUDGE
MARTIN J. BIDWILL

Copies furnished to all parties:

Brian T. Meanley, Esq.
Daniel A. Weber, Esq.
Stephen J. Straley, Esq.
Charles F. Otto, Esq.
STRALEY | OTTO
2699 Stirling Road, Suite C-207
Ft. Lauderdale, Florida 33312

Erick Lara and Unknown Spouse
Of Erick Lara
5335 NW 10th Court #301
Plantation, FL 33313

New Century Mortgage Corporation
11155 Shadow Drive
Auburn, CA 95602

Foreclosure Dept.

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 12/27/2017 2:34:54 PM.****

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

PINES A CONDO INC
Plaintiff

VS.

LARA, ERICK ; NEW CENTURY MORTGAGE CORP
Defendant

CACE-17-001268

Division: 05

Certificate of Title

The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on December 14, 2017, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

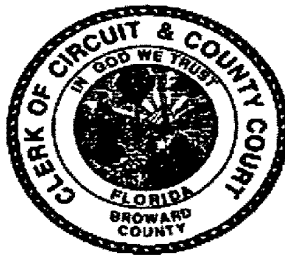
The following property in Broward County, Florida:

Unit 301, of The Pines, A Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 4276, at Page 593, of the Public Records of Broward County, Florida.

Property Address: 5335 NW 10th Court #301, Plantation, FL 33313.

Was sold to: THE PINES- A CONDOMINIUM, INC.
P.O. Box 122015 Fort Lauderdale, FL, 33312

Witness my hand and the seal of this court on December 27, 2017.



Brenda D. Forman, Clerk of Circuit Courts
Broward County, Florida

Total consideration: \$10,100.00
Doc Stamps: \$70.70

Case Number: CACE-17-001268 Division: 05
Filing # 51208657 E-Filed 01/16/2017 02:21:33 PM

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

THE PINES - A CONDOMINIUM, INC.,

GENERAL JURISDICTION DIVISION

Plaintiff,

vs.

CASE NO:

ERICK LARA, et al.,

Defendants.

NOTICE OF LIS PENDENS

TO: ERICK LARA AND UNKNOWN SPOUSE OF ERICK LARA
JOHN DOE, UNKNOWN TENANT
JANE DOE, UNKNOWN TENANT
NEW CENTURY MORTGAGE CORPORATION
AND ALL OTHERS TO WHOM IT MAY CONCERN

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

**Unit 301 of The Pines, a Condominium according to the Declaration of
Condominium thereof, recorded in Official Records Book 4276, at Page 593, of the
Public Records of Broward County, Florida.**

Property Address: 5335 N.W. 10th Court #301, Plantation, Florida 33313

DATED the 16 day of January, 2017.



[] BRIAN T. MEANLEY, ESQ.
Fla. Bar No. 89148
STRALEY & OTTO, P.A.
Attorneys for Plaintiff
2699 Stirling Road, Suite C-207
Fort Lauderdale, Florida 33312
Telephone: 954/962-7367
Facsimile: 954/962-7423
attorney@straleyottopa.com
bmeanley@straleyottopa.com
dsyna@straleyottopa.com

W/C - TRI COUNTY

This Document Prepared By and Return to:
HALIDA L. ARNOLD
ALLIANCE TITLE OF SOUTH FL
9900 Stirling Road Suite 104
Cooper City, FL 33024

Parcel ID Number: 4941 35 BL 0210
Grantee #1 TIN: [REDACTED]

Warranty Deed

This Indenture, Made this 11th day of August, 2003 A.D., Between
MANOTTE THOMAS, a single woman

of the County of BROWARD, State of Florida, grantor, and
JEAN AUGUSTINE, a single ~~woman~~ ^{MAN} AS

whose address is: 5335 NW 10 CT, PLANTATION, FL 33313

of the County of Broward, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Broward, State of Florida to wit:


Unit 301, The Pines, a Condominium according to the Declaration of
Condominium thereof, as recorded in Official Records Book 4276, Page
593, of the Public Records of Broward County, Florida.


The property herein conveyed DOES NOT constitute the HOMESTEAD
property of the Grantor. The Grantor's HOMESTEAD address is 7142 NW
67TH WAY - PARKLAND FLORIDA 33067.


SUBJECT TO: 1) REAL ESTATE TAXES FOR THE YEAR 2003 AND ALL SUBSEQUENT
YEARS; 2) RESTRICTIONS, EASEMENTS AND OTHER MATTERS APPEARING ON THE
PLAT AND/OR COMMON TO THE SUBDIVISION; AND 3) GOVERNMENTAL AUTHORITY.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: HANS TOUSSAINT
Witness

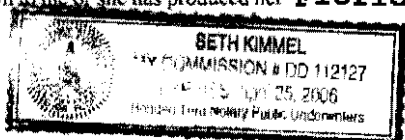

MANOTTE THOMAS (Seal)
P.O. Address: 7142 NW 67TH WAY, PARKLAND, FL 33067



Printed Name: HALIDA L. ARNOLD
Witness

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of August, 2003 by
MANOTTE THOMAS, a single woman

she is personally known to me or she has produced her Florida driver's license as identification.




Printed Name: _____
Notary Public
My Commission Expires: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
THE PINES - A CONDOMINIUM, INC.

Filing Information

Document Number	719132
FEI/EIN Number	59-1307451
Date Filed	08/06/1970
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/12/2010
Event Effective Date	NONE

Principal Address

5335 NW 10th COURT
PLANTATION, FL 33313

Changed: 03/17/2016

Mailing Address

P.O. Box 122015
FORT LAUDERDALE, FL 33312

Changed: 06/12/2017

Registered Agent Name & Address

TDSunshine Property Management
1868 North University Drive
Suite 205
Plantation, FL 33322

Name Changed: 06/12/2017

Address Changed: 06/12/2017

Officer/Director Detail

Name & Address

Title VP

FERGUSON, PAULINE
P.O. Box 122015

FORT LAUDERDALE, FL 33312

Title PRESIDENT

BLACKWOOD, JEFFREY
 P.O. Box 122015
 FORT LAUDERDALE, FL 33312

Title Director

Rashied, Abdool
 P.O. Box 122015
 FORT LAUDERDALE, FL 33312

Title Secretary

Ball-McClure, Barbara
 P.O. Box 122015
 FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
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2017	03/14/2017
2017	06/12/2017

Document Images

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03/17/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
10/12/2010 -- Amendment	View image in PDF format
03/14/2010 -- ANNUAL REPORT	View image in PDF format
03/28/2009 -- ANNUAL REPORT	View image in PDF format
12/22/2008 -- Reg. Agent Change	View image in PDF format
06/18/2008 -- ANNUAL REPORT	View image in PDF format
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04/15/1997 -- ANNUAL REPORT	View image in PDF format
04/01/1996 -- ANNUAL REPORT	View image in PDF format
04/06/1995 -- ANNUAL REPORT	View image in PDF format

Pines A Condo Inc **Plaintiff vs. Erick Lara, et al** **Defendant**

Broward County Case Number: CACE17001268
State Reporting Number: 062017CA001268AXXXCE
Court Type: Civil Division - Circuit Court
Case Type: Real Prop Other - \$0 - \$50,000
Incident Date: N/A
Filing Date: 01/16/2017
Court Location: Central Courthouse
Case Status: Pending
Magistrate Id / Name: N/A
Judge ID / Name: 05 Bidwill, Martin J.

— Party(ies)

Total: 3

Party Type	Party Name	? Address	? Attorneys / Address ★ Denotes Lead Attorney
Plaintiff	Pines A Condo Inc		★ Meanley, Brian T, ESQ. Retained Bar ID: 89148 Straley & Otto, P.A 2699 Stirling Road, Suite C-207 Fort Lauderdale, FL 33312
Defendant	Lara, Erick		
Defendant	New Century Mortgage Corp		














— Disposition(s)







Total: 0








There is no Disposition information available for this case.

— Event(s) & Document(s)

Total: 33

Date 	Description	Additional Text	View 	Pages 
08/24/2017	Notice of Hearing			1
08/24/2017	Affidavit of Indebtedness			2
06/28/2017	Affidavit of Reasonable Attorney Fees			2
06/09/2017	Motion for Summary Final Judgment	PLAINTIFF'S MOTION FOR SUMMARY FINAL JUDGMENT OF FORECLOSURE		2
06/09/2017	Affidavit of Costs			2
06/09/2017	Affidavit of Attorney Fees			3
06/09/2017	Notice of Dropping Parties- Generic	Unknown Tenant and Jane Doe, Unknown Tenant		1
06/01/2017	Motion for Default & Default	Against Party: <i>Defendant</i> Lara, Erick <i>Defendant</i> New Century Mortgage Corp		1
04/13/2017	Proof of Publication	TO: Erick Lara ON OR BEFORE 30 DAYS AFTER THE FIRST PUBLICATION 04/04/17		1
03/28/2017	No Mail Out			
03/28/2017	Copy to Daily Business Review			
03/27/2017	Notice of Action	Erick Lara/On or before 30 days from date of publication		1

Date ↕	Description	Additional Text	View	Pages ↕
03/17/2017	Non-Military Affidavit			4
03/17/2017	Affidavit of Diligent Search			6
03/09/2017	Summons Returned Unserved	Party: <i>Defendant</i> Lara, Erick		2
03/03/2017	Summons Returned Served	02-13-2017 Party: <i>Defendant</i> New Century Mortgage Corp		3
01/30/2017	Summons Returned Unserved	JANE DOE UNKNOWN TENANT		2
01/30/2017	Summons Returned Unserved	JOHN DOE UNKNOWN TENANT		2
01/24/2017	Filing Fee Paid	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$401.00		
01/24/2017	Summons Issued Fee	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$10.00		
01/24/2017	Summons Issued Fee	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$10.00		

Date ↕	Description	Additional Text	View	Pages ↕
01/24/2017	Summons Issued Fee	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$10.00		
01/24/2017	Summons Issued Fee	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$10.00		
01/24/2017	Summons Issued Fee	Payor: CHARLES F OTTO JR ; Userid: CTS-fg/t ; Receipt: 20171FA1A009809; ; Amount: \$10.00		
01/16/2017	Civil Cover Sheet			2
01/16/2017	eSummons Issuance	Defendant, Erick Lara		1
01/16/2017	eSummons Issuance	Unknown Spouse of Erick Lara		1
01/16/2017	eSummons Issuance	John Doe, Unknown Tenant		1
01/16/2017	eSummons Issuance	Jane Doe, Unknown Tenant		1
01/16/2017	eSummons Issuance	Defendant, New Century Mortgage Corporation		1
01/16/2017	Complaint (eFiled)	to Foreclose Party: <i>Plaintiff</i> Pines A Condo Inc		6

Date ▾	Description	Additional Text	View	Pages ▾
01/16/2017	Notice of Lis Pendens			1
01/16/2017	Notice of Filing Designation of Emailing Addresses	as Attorney for the Plaintiff, Pines A Condo Inc Party: <i>Attorney</i> Meanley, Brian T, ESQ.		1

— Hearing(s)

Total: 0

There is no Hearing information available for this case.

— Related Case(s)

Total: 0

There is no related case information available for this case.

This Document Prepared By and Return to:
Jason A. Donn
Title Logix, Inc.
7101 West Commercial Boulevard
Suite 4-E
Tamarac, FL 33319

Parcel ID Number: 4941-35-BL-0210

Warranty Deed

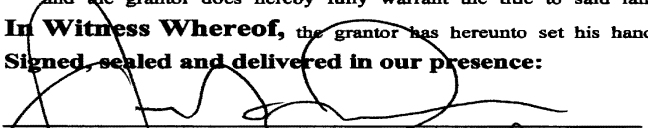
This Indenture, Made this 20 day of OCTOBER, 2006 A.D., **Between**
Guerlande Larrier, a single woman
of the County of Broward State of Florida, **grantor,** and
Erick Lara, a single man
whose address is: **461 N.W. 87th Terrace, #203, Plantation, FL 33324**


of the County of **Broward**, State of **Florida**, **grantee.**
Witnesseth that the GRANTOR, for and in consideration of the sum of

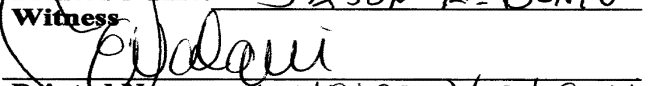
-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Broward** State of **Florida** to wit:

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: JASON A. DONN
Witness

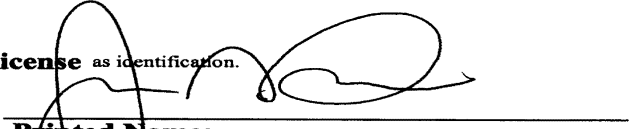
 (Seal)
Guerlande Larrier
P.O. Address:


Printed Name: EUNICE VALQUI
Witness

STATE OF **Florida**
COUNTY OF **BROWARD**

The foregoing instrument was acknowledged before me this 20 day of OCTOBER, 2006 by **Guerlande Larrier**

he is personally known to me or he has produced his **Florida driver's license** as identification.


Printed Name: _____
Notary Public
My Commission Expires:

THE PINES CONDOMINIUM INC.
5335 N.W. 10TH COURT
PLANTATION, FL 33313

DATE: OCTOBER 23, 2006

TO WHOM IT MAY CONCERN:

WE, THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS
OF THE PINES CONDOMINIUM INC, DO HEREBY ACCEPT
AND APPROVE:

NAME: ERICK LARA

ADDRESS: 461 NW 87 TER #303
PLANTATION FL 33324

AS RESIDENTS OF THE PINES CONDOMINIUM INC.

[Signature]
PRESIDENT

[Signature]
WITNESS EUNICE VALQUI

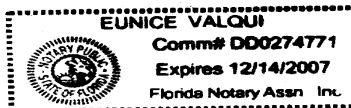
[Signature]
SECRETARY

[Signature]
WITNESS JASON DONN

WITNESS my hand and official
seal, this 23 day of
OCT., A.D. 2006

[Signature]
Notary Public, State of Florida at large

My commission expires _____



2

Return To:
New Century Mortgage
Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

This document was prepared by:
New Century Mortgage
Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100488910102429718

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 20, 2006, together with all Riders to this document.
- (B) "**Borrower**" is Erick Lara, 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 New Century Mortgage Corporation

1010242971

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

Form 3010 1/01

VMP -6A(FL) (0005).02

Page 1 of 16

Initials: EC

VMP MORTGAGE FORMS - (800)521-7291

25

Lender is a Corporation organized and existing under the laws of California Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

(E) "Note" means the promissory note signed by Borrower and dated October 20, 2006 The Note states that Borrower owes Lender ONE HUNDRED TEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$110,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 11/01/2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] Prepayment Rider, ARM Rider Addendum

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 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 Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. 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]. See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 49-41-35-BL-0210 which currently has the address of
5335 NW Court #301 [Street]
Plantation [City], Florida 33313- [Zip Code]
("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in 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, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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

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

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

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

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

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

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

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 requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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.

(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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

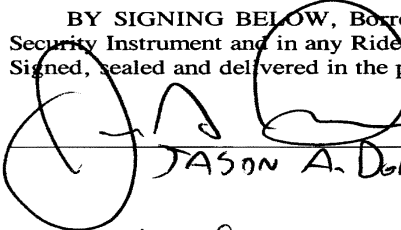
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the 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.

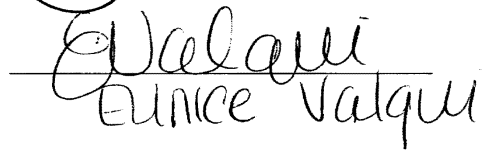
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

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:


JASON A. DUNN


Eunice Valqui


Erick Lara (Seal)
-Borrower

5335 NW 10TH CT # 301
Fort Lauderdale, FL 33313 (Address)

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

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-Borrower

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STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

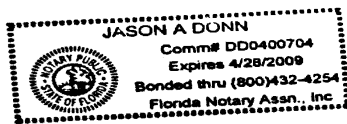
County ss: B20 WARD
10/20/08 by

ERICK LARA

who is personally known to me or who has produced

LICENSE as identification.

[Signature]
Notary Public



MIN: 100488910102429718

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 20th day of October, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New Century Mortgage Corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at: 5335 NW 10 Court #301, Plantation, FL 33313-

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.575%. The unpaid principal of the Note is being amortized over an assumed 40-year period (the "Amortization Period"). The unpaid principal of the Note is fully due and payable on the maturity date of the Note. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five And Nine Tenth(s) percentage points (5.900 %) 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 monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe on the Change Date in full over the remaining Amortization Period at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575 % or less than 7.575 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ~~One And One-half~~ percentage points (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.575 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

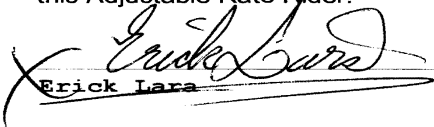
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the 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.

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


Erick Lara

(Seal)
-Borrower

(Seal)
-Borrower

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-Borrower

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-Borrower

MIN: 100488910102429718

ADJUSTABLE RATE RIDER ADDENDUM
(Libor Index - Rate Caps)

This Adjustable Rate Rider Addendum is made this **20th** day of **October** **2006**, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to **New Century Mortgage Corporation** (the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:
5335 NW 10 Court #301, Plantation, FL 33313-
(Property Address)

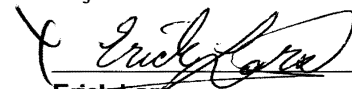
To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

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

4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than **9.575%** or less than **7.575%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One And One-half** percentage point(s) (**1.500%**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **14.575%** or less than **7.575%**.

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



Erick Lara

CONDOMINIUM RIDER MIN: 100488910102429718

THIS CONDOMINIUM RIDER is made this 20th day of October, 2006, 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 New Century Mortgage Corporation

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

5335 NW 10 Court #301, Plantation, FL 33313-
[Property Address]

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

THE PINES CONDO
[Name of Condominium Project]

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


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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

1010242971

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 **-8R (0411)** Form 3140 1/01
Page 1 of 3 Initials: EL
VMP Mortgage Solutions, Inc.
(800)521-7291

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 abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1010242971

Initials: EL

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


Erick Lara

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MIN: 100488910102429718

**PREPAYMENT RIDER
ADJUSTABLE RATE LOAN**

This Prepayment Rider is made this 20th day of October 2006, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to
New Century Mortgage Corporation (the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

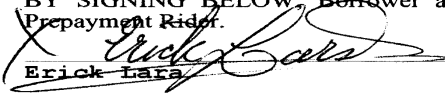
In addition to the covenants and agreements made in the Note and Security Instrument, the Borrower and Lender further covenant and agree as follows:

5. BORROWERS RIGHT TO PREPAY

I have the right to make prepayments of principal any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless: the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

If within 2 year(s) from the date of execution of the Security Instrument, I make a full prepayment or, in certain cases a partial prepayment, and the total of such prepayment(s) in any 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of the loan.

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


Erick Lara

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto

7

Prepared By: Albertelli Law
Record and Return To:
Albertelli Law
P.O. Box 23028
Tampa, FL 33623

MIN# 100488910102429718

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, on or before January 18, 2011, the undersigned assignor ("Assignor") whose address is P.O. Box 2026, Flint, MI 48501-2026, does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"): Deutsche Bank National Trust Company, As Trustee of the Holders of Morgan Stanley ABS Capital I Inc. Trust 2007-NC2 Mortgage Pass-Through Certificates, Series 2007-NC2 whose address is 5701 Horatio Street, Utica, NY 13502-1024

All of Assignor's right, title and interest all beneficial interest under a certain Mortgage, dated October 20, 2006, made and executed by Erick Lara, to Mortgage Electronic Registration Systems, Inc. as nominee for New Century Mortgage Corporation, recorded on November 8, 2006 in Official Records Book 43086 at Page 55, of the Public Records of Broward County, Florida, which encumbers the real property more particularly described as follows:

UNIT NO. 301, THE PINES, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 593, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH EXHIBITS AND AMENDMENTS AND AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS THERETO.

Together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby. This assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

[CORPORATE SEAL]

ASSIGNOR:
Mortgage Electronic Registration Systems, Inc. as nominee
for New Century Mortgage Corporation

By: Youda Crain
Youda Crain Assistant Secretary

ACKNOWLEDGMENT

State of California
County of Ventura

On Jan. 20, 2012 before me, Darryl Brown, Notary Public
(Insert name and title of the officer)

YOUDA CRAIN

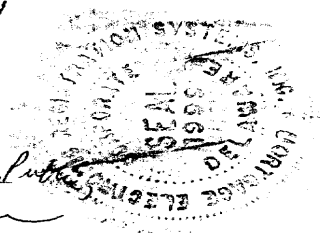
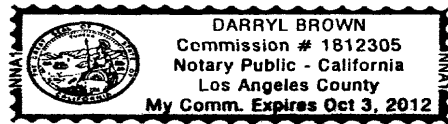
Personally appeared
Who proved to me on the basis of satisfactory evidence to be the person ~~of~~ whose name ~~(is)~~ ~~is~~ subscribed to the within instrument and acknowledged to me that he ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity ~~and~~, and that by ~~his~~ ~~her~~ ~~their~~ signature ~~s~~ on the instrument the person ~~is~~, or the entity upon behalf of which the person ~~is~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Darryl Brown (Seal)

11-68723



7

5

Recording Requested By:
Bank of America
Prepared By: Bank of America
800-444-4302
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 1907410350859153
Property Address:
5335 NW 10 COURT UNIT 301
PLANTATION, FL 33313
FLO-AM 16772467 6/4/2012

This space for Recorder's use

MIN #: 100488910102429718 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC., TRUST 2007-NC2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC2 whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: NEW CENTURY MORTGAGE CORPORATION
Original Borrower(s): ERICK LARA, A SINGLE MAN
Date of Mortgage: 10/20/2006
Original Loan Amount: \$110,800.00

Recorded in Broward County, FL on: 11/8/2006, book OR 43086, page 55 and instrument number 106582763

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

JUN 06 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: [Signature]
Beverly Brooks
Assistant Secretary

By: [Signature]
Rene Rosales Assistant Secretary

Witness: [Signature]
Martha Munoz

Witness: [Signature]
Alice Rowe

State of California
County of Ventura

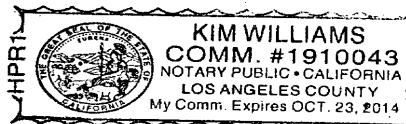
On JUN 06 2012 before me, Kim Williams, Notary Public, personally appeared Beverly Brooks and Rene Rosales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public: Kim Williams
My Commission Expires: October 23, 2014

(Seal)



Return To:

New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

This instrument was prepared by:

New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

INSTR # 106582761
OR BK 43086 Pages 43-52
RECORDED 11/08/06 14:17:48
BROWARD COUNTY COMMISSION
DOC STMP-M: \$66.95
INT TAX: 11 \$55.40
DEPUTY CLERK 3295
#1, 10 Pages

MORTGAGE

MIN 100488910102431599

THIS MORTGAGE is made this 20th day of October, 2006, between the Mortgagor, Erick Lara, A Single Man

5335 NW 10TH CT # 301, Fort Lauderdale, FL 33313, whose address is

(herein "Borrower"), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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. New Century Mortgage Corporation

("Lender") is organized and existing under the laws of California, and has an address of 18400 Von Karman, Suite 1000, Irvine, CA 92612

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 27,700.00 which indebtedness is evidenced by Borrower's note dated October 20, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11/01/2036;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 of Broward State of Florida:
See Legal Description Attached Hereto and Made a Part Hereof

This Deed of Trust is Second and Subordinate to an Existing First Trust Deed Loan Now of Record.

A.P.N. 49-41-35-BL-0210
which has the address of 5335 NW 10 Court #301 [Street]
Plantation [City], Florida 33313- [ZIP Code] (herein "Property Address");
1010243159

FLORIDA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Initials: FL

This mortgage is being re-recorded to correct the lien position

10

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; 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 or canceling this Mortgage.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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Initials: EL
Form 3810

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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Initials: EL

Form 3810

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

1010243159

Initials: EL

Form 3810

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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

Witness JASON A. DONN

Erick Lara (Seal)
-Borrower

5335 NW 10TH CT # 301
Fort Lauderdale, FL 33313 (Address)

Witness Eunice Valqui

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Sign Original Only)

STATE OF FLORIDA,

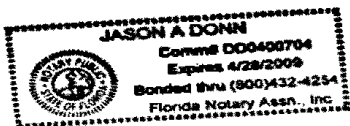
County ss: Broward
LICENSE 10/20/06 by

The foregoing instrument was acknowledged before me this

ERICK LARA

who is personally known to me or who has produced

LICENSE as identification.
[Signature]
Notary Public



1010243159

CONDOMINIUM RIDER MIN: 100488910102431599

THIS CONDOMINIUM RIDER is made this 20th day of October, 2006, 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 New Century Mortgage Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5335 NW 10 Court #301, Plantation, FL 33313-

[Property Address]

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

THE PINES CONDO
[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 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

1010243159

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

VMP-208R (0411) 3/99
Page 1 of 3 Initials: EL
VMP Mortgage Solutions, Inc.
(800)521-7291

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 abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1010243159

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



Erick Lara (Seal) -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

MIN: 100488910102431599

PREPAYMENT RIDER FIXED RATE 2ND LIEN

This prepayment Rider is made this **20th** day of **October** **2006**, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to **New Century Mortgage Corporation** (the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

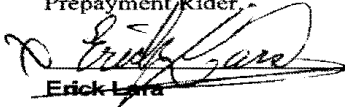
In addition to the covenants and agreements made in the Note and Security Instrument, the Borrower and Lender further covenant and agree as follows:

6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal any time before they are due. A prepayment of all the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayments, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 2 year(s) after the execution of the Security Instrument, I make any prepayment(s) within any 12-month period the total amount of which exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of this loan.

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


Erick Lara

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto

CLAIM OF LIEN

This is a Claim of Lien for unpaid assessments and interest on those assessments, and late charges, together with attorney's fees and reasonable costs of collection incurred by the The Pines - A Condominium, Inc., of 2319 North Andrews Avenue Fort Lauderdale,, FL 33311, incident to the collection of the assessments or enforcement of this lien, which is granted by the Declaration of The Pines - A Condominium, upon the following legally described property in Broward County, Florida, to-wit:

Unit 301 of The Pines, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 4276, at Page 593, of the Public Records of Broward County, Florida.

The name of the record titleholder to the above described property is

Erick Lara, a single man

This Claim of Lien is to secure the payment of assessments against the owner by The Pines - A Condominium, Inc., in the principal sum of **\$23,479.02** representing:

1. Maintenance due (after partial payment) 10/1/10	\$263.50
2. Maintenance due 11/1/10, 12/1/10, 1/1/11, 2/1/11, 3/1/11, 4/1/11, 5/1/11, 6/1/11, 7/1/11, 8/1/11, 9/1/11, 10/1/11, 11/1/11, 12/1/11, 1/1/12, 2/1/12, 3/1/12, 4/1/12, 5/1/12, 6/1/12, 7/1/12, 8/1/12, 9/1/12, 10/1/12, 11/1/12, 12/1/12, 1/1/13, 2/1/13, 3/1/13, 4/1/13, 5/1/13, 6/1/13, 7/1/13, 8/1/13, 9/1/13, 10/1/13, 11/1/13 & 12/1/13 @ \$281.54/monthly	\$10,698.52
3. Maintenance due 1/1/14, 2/1/14, 3/1/14, 4/1/14, 5/1/14, 6/1/14, 7/1/14, 8/1/14, 9/1/14, 10/1/14, 11/1/14, 12/1/14, 1/1/15, 2/1/15, 3/1/15, 4/1/15, 5/1/15, 6/1/15, 7/1/15, 8/1/15, 9/1/15, 10/1/15, 11/1/15, 12/1/15, 1/1/16, 2/1/16, 3/1/16, 4/1/16, 5/1/16, 6/1/16, 7/1/16, 8/1/16, 9/1/16 & 10/1/16 @ \$325.00/monthly	\$11,050.00
4. Late fees due on unpaid maintenance 6/16/16, 7/18/16, 8/18/16 & 9/20/16 @ \$25.00/monthly	\$100.00
5. Special Assessment 5/24/13 & 7/1/13 @ \$150.00/each	\$300.00
6. Title Search 5/26/16 & 10/11/16	\$70.00
7. Recording/E-Recording 10/11/16	\$34.00
8. Certified Mail Charges/Postage 9/1/16 & 10/11/16	\$28.00
9. Attorney fee - Demand Letter 9/1/16	\$285.00
10. Attorney fee - Claim of Lien 10/11/16	<u>\$650.00</u>
TOTAL OUTSTANDING:	\$23,479.02

plus late charges and administrative fees, if any, through October 1, 2016, plus assessments, late charges, if any, accruing since such date, title search expense, attorney's fees and costs of collection incurred by The Pines - A Condominium, Inc. .

By: 

BRIAN T. MEANLEY, ESQ.
 DANIEL A. WEBER, ESQ.
 STEPHEN J. STRALEY, ESQ.
 CHARLES F. OTTO, ESQ.
STRALEY & OTTO P.A.
2699 Stirling Road, Suite C-207
Hollywood-Ft. Lauderdale, FL 33312

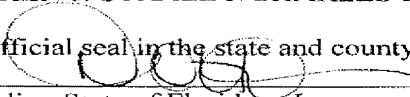
STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

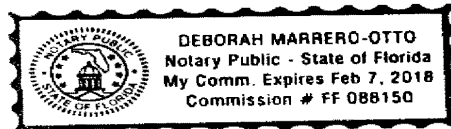
The foregoing instrument was acknowledged before me this 11 day of October, 2016 BRIAN T. MEANLEY/DANIEL A. WEBER/STEPHEN J. STRALEY/CHARLES F. OTTO who is personally known to me and who did take an oath.

WITNESS my hand and official seal in the state and county last aforesaid.


Notary Public - State of Florida at Large

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
CHARLES F. OTTO, ESQ.
STEPHEN J. STRALEY, ESQ.
STRALEY & OTTO, P.A.
2699 Stirling Road, Suite C-207
Hollywood-Ft. Lauderdale, Florida 33312
Phone: Broward (954) 962-7367



Prepared by and Return to:

Michele Wadley 947532
ASTECC TITLE CORPORATION
2 S. UNIVERSITY DRIVE, SUITE 231
PLANTATION, FLORIDA 33324
SS# - GRANTEE 1: [REDACTED]
Tax Folio Number : 494135 BG 021

94-507527 T#003
10-18-94 01:10PM

\$ 210.00
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT
COUNTY ADMIN.

will call

THIS WARRANTY DEED, made the 12th day of October, A.D. 1994 by
DARRELL D. UPTGRAFT, JR., a married person and CYNTHIA K. BERRY, a married
person
whose address is: 4126 101st COURT N.W., GIG HARBOR, WASHINGTON 98335 and **
hereinafter called the Grantor, to,
CHERYL RILEY, a single person
whose address is: 5335 N.W. 10th COURT, PLANTATION, FLORIDA 33313
hereinafter called Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives,
and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations,
receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms
unto the Grantee all that certain land, situate in BROWARD County, State of Florida, viz:

Unit 301, THE PINES CONDOMINIUM, a Condominium according to the Declaration of
Condominium thereof, recorded in official Records Book 4276, at page(s) 593, of
the Public Records of BROWARD County, Florida.

GRANTORS herein warrant and covenant that the lands described herein,
do not constitute their homestead under the laws of the State of Florida;
that their principal residences are: 4125 101st Ct., N.W. Gig Harbor,
Washington 98335; and 13712 SE 37 St., Vancouver, WA 98684 **,
respectively.

Together, with all 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, 1993.

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:

(WITNESS) [Signature]
PRINT OR TYPE NAME

Darrell D. Uptgraft, Jr.
DARRELL D. UPTGRAFT, JR.

(WITNESS 2) [Signature]
PRINT OR TYPE NAME

State of Washington
County of Kitsap

The foregoing instrument was acknowledged before me on this 12 day of
October, 1994 by DARRELL D. UPTGRAFT, JR., a married person, who is known to me
or who has produced _____ as identification and did
_____ take an oath.

My Commission Expires: 2/15/95



Margaret C. Alessi
NOTARY PUBLIC
PRINT OR TYPE NAME: Margaret C. Alessi

BK 22732PG0023

10

Signed, sealed and delivered in the presence of:

Jannette M. Smith
Witness (print or type name)
Jannette M. Smith

Marilyn DeCarlo
Witness (print or type name)
Marilyn DeCarlo

Cynthia K. Berry
CYNTHIA K. BERRY

STATE OF OREGON

COUNTY OF Multnomah

The foregoing instrument was acknowledged before me on the 12th day of October, 1994, by CYNTHIA K. BERRY, a married person, who is known to me or who has produced Driver License as identification and did take an oath.

Judith M. Grover
NOTARY PUBLIC

My Commission Expires: 10-15-96

(seal)



BK22732PG0024

Will call 947532

↳ AZTEC TITLE CORPORATION
2 South University Drive, Suite 231
Plantation, Florida 33324

THE PINES
5335 NW 10 Court
Plantation, Florida 33313

8/19/94

TO WHOM IT MAY CONCERN:

Cheryl Riley has been inter-
viewed by the Pines Condominium Association and
has been informed of the rules and regulations
of said association.

Cheryl Riley has agreed to
abide by the rules and regulations; therefore,
he/they have been approved by the board.

Yours truly,

BOARD OF DIRECTORS OF THE PINES ASSOCIATION

L. H. Hoames
Jean Hoames
Marni Donorai

BK22132Pg0025

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

0.70
17

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
CIVIL ACTION

98-545848 1#017
09-14-98 03:20PM

FIRST UNION NATIONAL BANK OF
FLORIDA,
Plaintiff,

vs.

CASE NO. CACE96-12204
DIVISION 21

CHERYL J. RILEY A/K/A CHERYL
RILEY, et al,
Defendant(s).

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he
executed and filed a Certificate of Sale in this action on _____
August 24, 1998, for the property described
herein and that no objections to the sale have been filed within
the time allowed for filing objections.

The following property in BROWARD County, Florida:

UNIT 301, THE PINES CONDOMINIUM, A
CONDOMINIUM ACCORDING TO THE DECLARATION OF
CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL
RECORDS BOOK 4276, PAGE 593 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

a/k/a: 5335 NW 10TH COURT
PLANTATION FL 33313

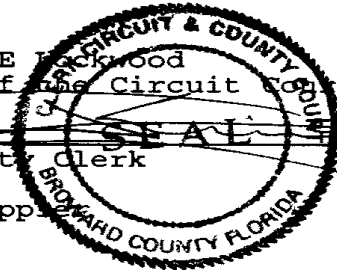
was sold to: FIRST UNION NATIONAL BANK, whose
address is: 1100 Corporate Center Drive, Raleigh, NC 26707

WITNESS my hand and seal of the Court on September 04,
1998, as Clerk of the Circuit Court.

(SEAL)

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

Robert E. [Signature]
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk



Copies furnished to:
Echevarria, McCalla, Raymer, Barrett & Frapp
All parties on the attached service list
F96083295 CONV

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

(1)

BK28839P61502



MC
✓ 9357

This instrument prepared by:
JAMES D. RUDD, ESQ.
JOHN GALT TITLE INSURANCE AGENCY
3511 NE 22nd Avenue, Suite 100
Fort Lauderdale, Florida 33308

8040 Levy

INSTR # 99366759
OR BK 29604 PG 0621
RECORDED 06/29/99 08:17 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 217.00
DEPUTY CLERK 1033

SPECIAL WARRANTY DEED

This Indenture, made this ___ day of May, 1999, Between FIRST UNION NATIONAL BANK, whose post office address is: c/o Kelly Crowder, First Union Mortgage Corporation 1100 Corporate Center Drive, Building B, 3rd Floor, Raleigh, NC 27607, grantor *, and Howard Levy, a single man, whose post office address is: 5335 NW 10 CT # 361 Plantation, FL 33313, grantee *,

Witnesseth: That said grantor, for and in consideration of the sum of TEN AND 00/100----- (\$10.00)-----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:

Unit 301, THE PINES, a condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with all appurtenances thereunto attached.

TAX FOLIO NO.: 9135-BL-0210

Together, with all improvements thereon and appurtenances thereunto belonging.

To Have and to Hold, the property unto Grantee, Grantee's successors and assigns forever.

And the grantor hereby warrants the title to said land to be free and clear of all grants, claims, charges, taxes, judgments, mortgages, liens, restrictions, covenants, and other encumbrances created by, through, or under grantor.

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

In Witness Whereof, the said Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence.

FIRST UNION NATIONAL BANK

Kimberly D. Meade
Witness:

Mary McLean
Witness:


David Ward
By: David Ward, Assistant Vice President

Attest:
Kelly Hartgrove
By:

STATE OF NORTH CAROLINA
COUNTY OF

I Hereby Certify that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared Davida Ward, Assistant Vice President of FIRST UNION NATIONAL BANK, who are known to me or who have produced identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness: my hand and seal in the County and State aforesaid this 21 day of May, 1999.



Notary Public

My Commission Expires April 28, 2001

Wake County, NC

THE PINES CONDOMINIUM INC.
5335 N.W. 10TH COURT
PLANTATION, FL 33313

DATE:

TO WHOM IT MAY CONCERN:

WE, THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS
OF THE PINES CONDOMINIUM INC, DO HEREBY ACCEPT
AND APPROVE:

NAME: Howard Leroy & Juliette Bodie
ADDRESS: 5335 NW 10th CT #301
PLANTATION, FL 33313

AS RESIDENTS OF THE PINES CONDOMINIUM INC.

Vice - Mary Jane Dugan
PRESIDENT

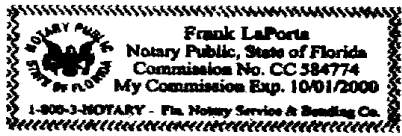
_____ WITNESS

Linda S. Moratta
SECRETARY

_____ WITNESS

WITNESS my hand and official
seal, this 8 day of
JUNE, A.D. 1999.

Frank LaPorta
Notary Public, State of Florida at large
My commission expires 10/1/2000.



2

W/C - TRI COUNTY

RECORD AND RETURN TO:
SETH KIMMEL, P.A.
9900 STIRLING RD. #218
COOPER CITY, FL 33026

Return To:
NATIONAL CITY MORTGAGE CO.
P.O. BOX 809068
DALLAS, TX 75380-9068

This document was prepared by:
SHARON HILLE
NATIONAL CITY MORTGAGE CO.
P.O. BOX 809068
DALLAS, TX 75380-9068

0002685743

[Space Above This Line For Recording Data]

MORTGAGE

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 **August 11, 2003**, together with all Riders to this document.
(B) "Borrower" is

JEAN AUGUSTINE A Single Person

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **National City Mortgage Co dba Accubanc Mortgage**

Lender is a **corporation** organized and existing under the laws of **The State of Ohio**

FLORIDA -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

VMP -6(FL) (0005)

Page 1 of 16

Initials: JS

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is **3232 Newmark Drive, Miamisburg, OH 45342**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **August 11, 2003**

The Note states that Borrower owes Lender

FIFTY EIGHT THOUSAND TWO HUNDRED & 00/100 Dollars
(U.S. \$ **58,200.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2033**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] OCCUPANCY RIDER |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "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.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of Broward [Name of Recording Jurisdiction]:

UNIT 301, THE PINES, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 593, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

Parcel ID Number: which currently has the address of
5335 NW 10TH CT #301, [Street]
PLANTATION [City], Florida 33313 [Zip Code]
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in 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, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise

agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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 requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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.

(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 multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental

Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the 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.

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:

Halida K. Arnold

HALIDA K. ARNOOD

Jean Augustine (Seal)

JEAN AUGUSTINE -Borrower

[Signature]

Seth Kimmel

(Address)

(Seal)

-Borrower

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this Edward County ss: August 11, 2003 by Jean Augustine, a single man

who is personally known to me or who has produced FL Driver License as identification.

Notary Public



CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of August 2003, 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

National City Mortgage Co dba Accubanc Mortgage (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5335 NW 10TH CT #301, PLANTATION, Florida 33313
[Property Address]

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

THE PINES [Name of Condominium Project]

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP SR (0008) Form 3140 1/01
Page 1 of 3 Initials: AK
VMP MORTGAGE FORMS - (800)521-7291



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 abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

(Seal)
-Borrower

Jean August

JEAN AUGUSTINE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Prepared by and return to:

Andrea Webley, Esq
Return to
Premier Title & Real Estate Services, Inc.
4200 N.W. 16th Street Suite 307
Lauderhill, FL 33313
954-485-5569
File Number: 04-278
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 31st day of August, 2004 between **Jean Augustin, a single man** whose post office address is **4361 NW 5th Street, Plantation, FL 33317**, grantor, and **Guerlande Larrier, a single woman** whose post office address is **5335 NW 10th Court, #301, Plantation, FL 33313**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** 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:

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interests in the common elements thereto.

Parcel Identification Number: 19135-BL-02100

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2003**.

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:

[Signature]
Witness Name: D. Yvonne Tyson
[Signature]
Witness Name: Maria Lopez

[Signature] (Seal)
Jean Augustin

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 31st day of August, 2004 by Jean Augustin, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Daphne Yvonne Tyson
My Commission DD139284
Expires August 05, 2006

[Signature]
Notary Public
Printed Name: D. Yvonne Tyson
My Commission Expires: Aug 05, 2006

THE PINES ASSOCIATION, INC.

CERTIFICATE OF APPROVAL FOR SALE

UNIT # : 301-----

ADDRESS: 5335 NW 10TH COURT, PLANTATION FL 33313

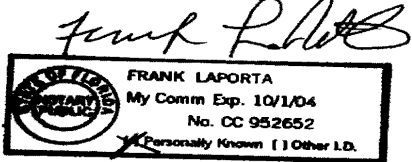
At the request of the present owner(s) of the above referenced property, the undersigned officer(s) of THE PINES ASSOCIATION, INC. hereby certify as follows:

The transfer by Jean Augustin----- as seller(s) and current owner(s) of the above referenced to Everlande LARRIER----- as purchaser(s) has/have been duly approved by the undersigned officer(s) of the Association. This approval is subject to all maintenance fees and assessments being current as of the date of the closing of the property.

Dated this 9 day of AUGUST 2004

[Signature] PRESIDENT
Officer's Signature & Title

[Signature]
Officer's Signature & Title



Return To:

New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

This instrument was prepared by:

New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

MORTGAGE

MIN 100488910102431599

THIS MORTGAGE is made this 20th day of October, 2006, between the Mortgagor, Erick Lara, A Single Man

5335 NW 10TH CT # 301, Fort Lauderdale, FL 33313, whose address is

(herein "Borrower"), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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. New Century Mortgage Corporation

existing under the laws of California ("Lender") is organized and 18400 Von Karman, Suite 1000, Irvine, CA 92612, and has an address of

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 27,700.00 which indebtedness is evidenced by Borrower's note dated October 20, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11/01/2036;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 of Broward State of Florida: See Legal Description Attached Hereto and Made a Part Hereof

This Deed of Trust is Second and Subordinate to an Existing First Trust Deed Loan Now of Record.

A.P.N. 49-41-35-BL-0210

which has the address of 5335 NW 10 Court #301 Plantation

[City], Florida 33313-

[Street] [ZIP Code] (herein "Property Address"); 1010243159

FLORIDA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Initials: EL

10

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; 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 or canceling this Mortgage.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

1010243159

Initials: EL

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

1010243159

Initials: EL

Form 3810

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

Witness [Signature]
JASON A. DONN

[Signature] (Seal)
Erick Lara -Borrower

5335 NW 10TH CT # 301 (Address)
Fort Lauderdale, FL 33313

Witness [Signature]
EUNICE VALQUI

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Sign Original Only)

STATE OF FLORIDA,

County ss: BROWARD
[Signature] 10/20/06 by

The foregoing instrument was acknowledged before me this

ERICK LARA

who is personally known to me or who has produced

[Signature] as identification.
Notary Public



1010243159

CONDOMINIUM RIDER MIN: 100488910102431599

THIS CONDOMINIUM RIDER is made this 20th day of October, 2006, 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 New Century Mortgage Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5335 NW 10 Court #301, Plantation, FL 33313-

[Property Address]

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

THE PINES CONDO
[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 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

1010243159

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

 **-208R** (0411) 3/99
Page 1 of 3 Initials: EL
VMP Mortgage Solutions, Inc.
(800)521-7291

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 abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1010243159

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



Erick Lara (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

1010243159

MIN: 100488910102431599

**PREPAYMENT RIDER
FIXED RATE 2ND LIEN**

This prepayment Rider is made this **20th** day of **October** **2006**, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to
New Century Mortgage Corporation (the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

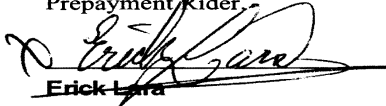
In addition to the covenants and agreements made in the Note and Security Instrument, the Borrower and Lender further covenant and agree as follows:

6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal any time before they are due. A prepayment of all the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayments, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 2 year(s) after the execution of the Security Instrument, I make any prepayment(s) within any 12-month period the total amount of which exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of this loan.

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


Erick Lara

Unit No. 301, THE PINES, A CONDOMINIUM, according to the Declaration of Condominium, as recorded in Official Records Book 4276, Page 593, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

BROWARD COUNTY CLERK OF COURTS
FORECLOSURE DEPT
201 SE 6 ST RM 4130
FORT LAUDERDALE, FL 33301

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 5335 NW 10 COURT #301, PLANTATION, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by March 30, 2018\$3,745.78

Or

* Amount due if paid by April 17, 2018\$3,785.76

*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON April 18, 2018 UNLESS THE BACK TAXES ARE PAID.

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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE
VISIT www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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TAX EASE FUNDING 2016-1 LLC
PO BOX 645484 LB# 0005484
CINCINNATI, OH 45264

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RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

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NATIONAL CITY MORTGAGE CO DBA ACCUBANC MORTGAGE

3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

JEAN AUGUSTINE
5335 NW 10 CT
PLANTATION, FL 33313

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

JEAN AUGUSTIN
4361 NW 5TH STREET
PLANTATION, FL 33317

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AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Amount due if paid by March 30, 2018\$3,745.78
- Or
- * Amount due if paid by April 17, 2018\$3,785.76

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

ERICK LARA
461 N.W. 87TH TERRACE #203
PLANTATION, FL 33324

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DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF
MORGAN STANLEY ABS CAPITAL I INC., TRUST 2007-NC2, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-NC2 C/O BAC, MC: CA6-914-01-43
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

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LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

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NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

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RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

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THE PINES - A CONDOMINIUM, INC.
2319 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33311

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RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

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THE PINES - A CONDOMINIUM, INC.,
C/O BRIAN T. MEANLEY, ESQ., STRALEY & OTTO, P.A.
2699 STIRLING ROAD, SUITE C-207
FORT LAUDERDALE, FL 33312

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RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
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P.O. BOX 122015
FORT LAUDERDALE, FL 33312

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DATE: March 1st, 2018
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TDSUNSHINE PROPERTY MANAGEMENT, REGISTERED AGENT
O/B/O THE PINES - A CONDOMINIUM, INC.
1868 NORTH UNIVERSITY DRIVE SUITE 205
PLANTATION, FL 33322

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DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

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ERICK LARA
3671 SW 23 ST
FORT LAUDERDALE, FL 33312-4292

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

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DATE: March 1st, 2018
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CITY OF PLANTATION
ATTN ANNA C OTINIANO
FINANCE DIRECTOR
400 NW 73 AVE
PLANTATION, FL 33317

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ERICK LARA
5335 NW 10 CT # 301
PLANTATION, FL 33313

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THE PINES A CONDOMINIUM INC
5335 NW 10 CT
PLANTATION, FL 33313

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PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

ERICK LARA
3851 W STATE RD 84 UNIT 103
DAVIE, FL 33312

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AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Amount due if paid by March 30, 2018\$3,745.78
- Or
- * Amount due if paid by April 17, 2018\$3,785.76

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON April 18, 2018 UNLESS THE BACK TAXES ARE PAID.

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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

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BRIAN T MEANLEY ESQ
STRALEY & OTTO P.A.
2699 STIRLING RD STE C-207
FORT LAUDERDALE, FL 33312

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DATE: March 1st, 2018
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BRIAN THOMAS MEANLEY
9900 STIRLING RD STE 232
HOLLYWOOD, FL 33024

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BANK OF AMERICA N.A
1800 TAPO CANYON RD
SIMI VALLEY, CA 93063

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DATE: March 1st, 2018
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DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE HOLDERS OF
MORGAN STANLEY ABS CAPITAL I INC TRUST 2007-NC2 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-NC2
5701 HORATIO ST
UTICA, NY 13502

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DATE: March 1st, 2018
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SPECIALIZED LOAN SERVICING LLC
ATTN: CUSTOMER CARE SUPPORT
P.O. BOX 636005
LITTLETON, CO 80163

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DATE: March 1st, 2018
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BANK OF AMERICA
ELIZABETH TORRES
TSC SALE RECOVERY
177 HOLSTON DR MAIL CODE CAO-911-01-03
LANCHESTER, CA 98586

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BRIAN T MEANLEY ESQ
9900 STIRLING RD STE 104
HOLLYWOOD, FL 33024

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RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

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STEPHEN J. STRALEY ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

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CHARLES F. OTTO ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

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DANIEL A. WEBER ESQ.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

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ERICK LARA AND UNKNOWN SPOUSE OF ERICK LARA
5335 NW 10CT #301
PLANTATION, FL 33313

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NEW CENTURY MORTGAGE CORPORATION
11155 SHADOW DR
AUBURN, CA 95602

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: March 1st, 2018
PROPERTY ID # 494135-BL-0210 (TD # 38965)

WARNING

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

NEW CENTURY MORTGAGE
1901 E VOORHEES ST STE C
DANVILLE, IL 61834

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 5335 NW 10 COURT #301, PLANTATION, FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

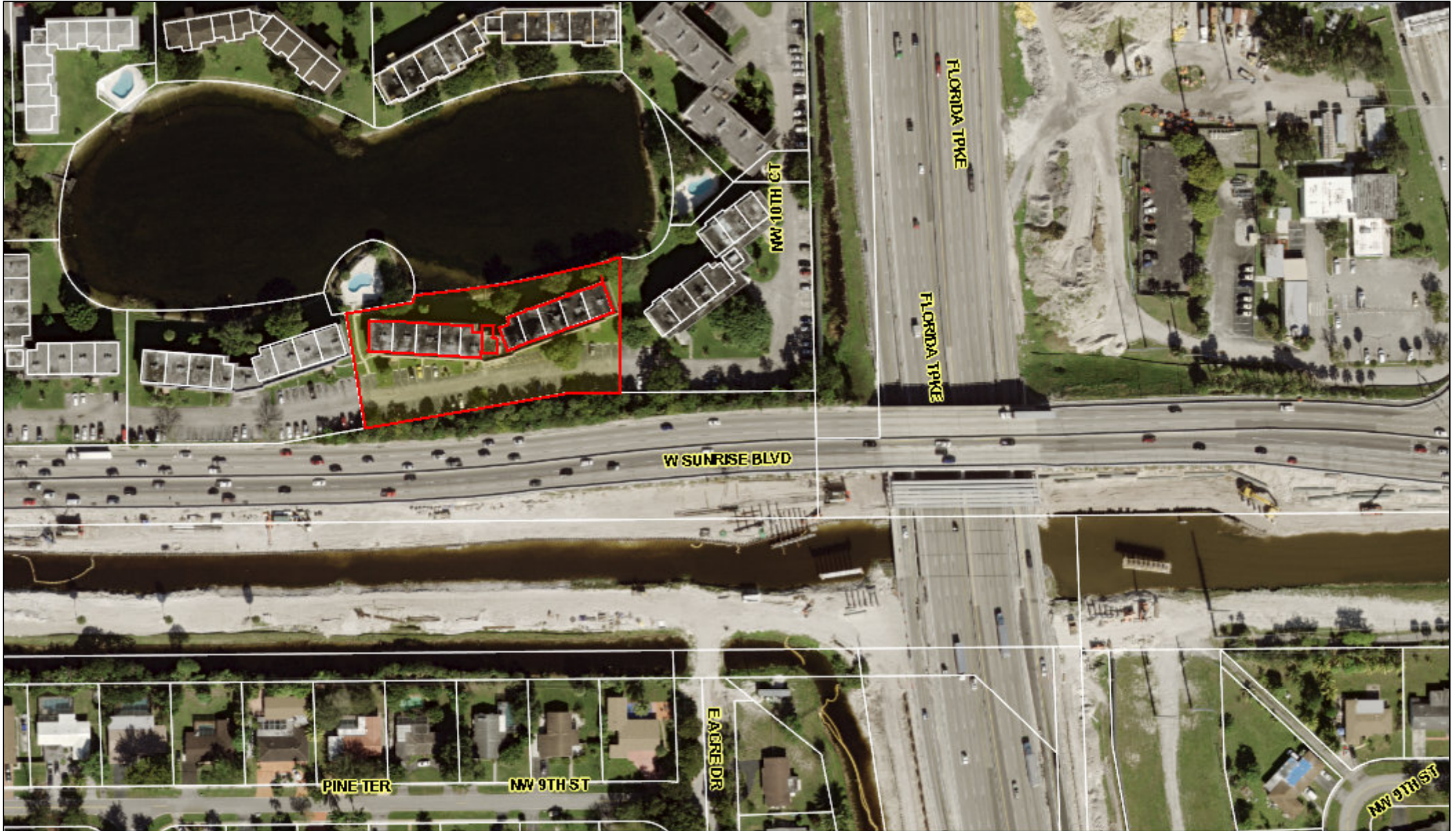
- * Amount due if paid by March 30, 2018\$3,745.78
- Or
- * Amount due if paid by April 17, 2018\$3,785.76

*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

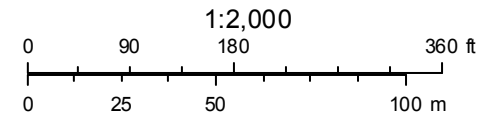
THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON April 18, 2018 UNLESS THE BACK TAXES ARE PAID.

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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
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February 22, 2018



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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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TD 39865 APRIL 2017 WARNING

NEW CENTURY MORTGAGE
1901 E VOORHEES ST STE C
DANVILLE, IL 61834

\$
Sent To
Street and Apt
City, State, Zip

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7017 2680 0000 4987 2760

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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TD 39865 APRIL 2017 WARNING
NEW CENTURY MORTGAGE CORPORATION
11155 SHADOW DR
AUBURN, CA 95602

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Street and Apt. _____

City, State, ZIP _____

TD 39865 APRIL 2017 WARNING
ERICK LARA AND UNKNOWN SPOUSE OF ERICK LARA
5335 NW 10CT #301
PLANTATION, FL 33313

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- Adult Signature Restricted Delivery \$ _____

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Sent To

Street and Apt. No.

City, State, ZIP+4

TD 39865 APRIL 2017 WARNING

DANIEL A. WEBER ESQ.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

PS Form 3800, April 2015 PSN 7530-02-000-9047

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7017 2680 0000 4987 2722

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark
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Postage

\$ _____
Total Postage
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 Sent To _____
 Street and Apt. _____
 City, State, Z _____

TD 39865 APRIL 2017 WARNING

CHARLES F. OTTO ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

7017 2680 0000 4987 2715

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Total Postage a

TD 39865 APRIL 2017 WARNING

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Sent To

STEPHEN J. STRALEY ESQ.
STRALEY & OTTO P.A.
2699 STIRLING RD STE C207
FORT LAUDERDALE, FL 33312

Street and Apt. #

City, State, ZIP⁴

PS Form 3800, April 2015 PSN 7530-02-000-9047

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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TD 39865 APRIL 2017 WARNING

BRIAN T MEANLEY ESQ
9900 STIRLING RD STE 104
HOLLYWOOD, FL 33024

Sent To _____
Street and Apt _____
City, State, Zip _____

7017 2680 0000 4987 2708

7017 2680 0000 4987 2692

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
Total Postage	\$ _____

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TD 39865 APRIL 2017 WARNING

BANK OF AMERICA
ELIZABETH TORRES
TSC SALE RECOVERY
177 HOLSTON DR MAIL CODE CAO-911-01-03
LANCHESTER, CA 98586

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- Adult Signature Restricted Delivery \$ _____

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Total Postage

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Sent To

Street and A

City, State, Z

TD 39865 APRIL 2017 WARNING

SPECIALIZED LOAN SERVICING LLC
ATTN: CUSTOMER CARE SUPPORT
P.O. BOX 636005
LITTLETON, CO 80163

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7017 2680 0000 4987 2685

7017 2680 0000 4987 2678

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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\$ _____

Total Post **TD 39865 APRIL 2017 WARNING**

Sent To	DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC TRUST 2007-NC2
Street and	MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC2 5701 HORATIO ST
City, State,	UTICA, NY 13502

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
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\$ _____

Total Postage

TD 39865 APRIL 2017 WARNING

Sent To _____
Street and A _____
City, State, _____

BANK OF AMERICA N.A
1800 TAPO CANYON RD
SIMI VALLEY, CA 93063

7017 2680 0000 4987 2667

7017 2680 0000 4987 2654

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Total Postage

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Sent To

Street and Apt. _____

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TD 39865 APRIL 2017 WARNING

BRIAN THOMAS MEANLEY
9900 STIRLING RD STE 232
HOLLYWOOD, FL 33024

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TD 39865 APRIL 2017 WARNING

BRIAN T MEANLEY ESQ
STRALEY & OTTO P.A.
2699 STIRLING RD STE C-207
FORT LAUDERDALE, FL 33312

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Street and Apt. #	
City, State, ZIP+	

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Postmark
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Postage

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Total Postage at

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Street and Apt. #

City, State, ZIP+

TD 39865 APRIL 2017 WARNING

ERICK LARA
3851 W STATE RD 84 UNIT 103
DAVIE, FL 33312

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7017 2680 0000 4987 2630

7017 2680 0000 4987 2623

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage	\$
Sent To	
Street and Apt	
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TD 39865 APRIL 2017 WARNING

THE PINES A CONDOMINIUM INC
5335 NW 10 CT
PLANTATION, FL 33313

7017 2680 0000 4987 2616

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Postage	\$
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TD 39865 APRIL 2017 WARNING

ERICK LARA
5335 NW 10 CT # 301
PLANTATION, FL 33313

Sent To _____
Street and Apt. _____
City, State, ZIP _____

7017 2680 0000 4987 2609

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Postage

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Total Postage

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Sent To

Street and Apt.

City, State, Zip

TD 39865 APRIL 2017 WARNING

CITY OF PLANTATION
ATTN ANNA C OTINIANO
FINANCE DIRECTOR
400 NW 73 AVE
PLANTATION, FL 33317

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
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Postage

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Total Postage a

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Sent To

Street and Apt.

City, State, ZIP

TD 39865 APRIL 2017 WARNING

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

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7017 2680 0000 4987 2586

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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TD 39865 APRIL 2017 WARNING

Sent To	ERICK LARA
Street and Apt.	3671 SW 23 ST
City, State, ZIP	FORT LAUDERDALE, FL 33312-4292

FORT LAUDERDALE, FL 33312-4292

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| <input type="checkbox"/> Return Receipt (electronic) | \$ _____ |
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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
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Sent To

Street and Apt

City, State, Zi

TD 39865 APRIL 2017 WARNING

TDSUNSHINE PROPERTY MANAGEMENT, REGISTERED AGENT
O/B/O THE PINES - A CONDOMINIUM, INC.
1868 NORTH UNIVERSITY DRIVE SUITE 205
PLANTATION, FL 33322

PS Form 3800, April 2015 PSN 7530-02-000-9047

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7017 2680 0000 4987 2562

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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
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City, State, Z	

THE PINES - A CONDOMINIUM, INC.
P.O. BOX 122015
FORT LAUDERDALE, FL 33312

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

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TD 39865 APRIL 2017 WARNING

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Sent To

THE PINES - A CONDOMINIUM, INC., BRIAN T. MEANLEY, ESQ.,
STRALEY & OTTO, P.A.

Street and Apt.

2699 STIRLING ROAD, SUITE C-207
FORT LAUDERDALE, FL 33312

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Total Postage	
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TD 39865 APRIL 2017 WARNING

THE PINES - A CONDOMINIUM, INC.
2319 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33311

Sent To _____
Street and Ap _____
City, State, Zi _____

7017 2680 0000 4987 2548

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
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<input type="checkbox"/> Adult Signature Required	\$ _____
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TD 39865 APRIL 2017 WARNING

NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

Sent To _____
Street and Apt. _____
City, State, ZIP _____

7017 2680 0000 4987 2531

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7017 2680 0000 4987 2524

Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
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Postmark
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Total Postage
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TD 39865 APRIL 2017 WARNING

Sent To
Street and A
City, State, z

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE
HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC., TRUST 2007-NC2,
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC2 C/O BAC, MC:
CA6-914-01-43
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Postage
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Total Postage
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Street and Ap
City, State, Zi

TD 39865 APRIL 2017 WARNING

ERICK LARA
461 N.W. 87TH TERRACE #203
PLANTATION, FL 33324

7017 1450 0000 5210 1336

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
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Postage	\$
Total Postage	\$

TD 39865 APRIL 2017 WARNING

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Street and Apt. _____
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JEAN AUGUSTIN
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PLANTATION, FL 33317

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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JEAN AUGUSTINE
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<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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City, State, ZIP

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NATIONAL CITY MORTGAGE CO DBA ACCUBANC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	

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City, State, .

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TAX EASE FUNDING 2016-1 LLC
PO BOX 645484 LB# 0005484
CINCINNATI, OH 45264

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark
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Postage
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Total Postage
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TD 39865 APRIL 2017 WARNING
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
P.O. BOX 2026
FLINT, MI 48501-2026

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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BROWARD COUNTY CLERK OF COURTS
FORECLOSURE DEPT
201 SE 6 ST RM 4130
FORT LAUDERDALE, FL 33301