

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

www.GrantStreet.com

### **PROPERTY INFORMATION REPORT**

#### **ORDER DATE:** 02/07/2018

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 02/05/2018 **CERTIFICATE #** 2014-11433 **ACCOUNT #** 494230BA1600 **ALTERNATE KEY #** 348967 **TAX DEED APPLICATION #** 39795

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 407, Building 3, OF THE SUNSET HILLS 1 CONDOMINIUM, A Condominium, according the Declaration of Condominium thereof as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida and any amendments thereto.

PROPERTY ADDRESS: 3600 NW 21 STREET #407, LAUDERDALE LAKES FL 33311

OWNER OF RECORD ON CURRENT TAX ROLL: SYMS LLC 8551 SUNRISE BLVD #208 PLANTATION, FL 33322 (Matches Property Appraiser records.)

### APPARENT TITLE HOLDER & ADDRESS OF RECORD:

Instrument: 114112713

SYMS, LLC 8551 SUNRISE BLVD., SUITE 208 PLANTATION, FL 33322 (Per Deed)

MITCHELL J NOWACK, REGISTERED AGENT O/B/O SYMS, LLC 8551 SUNRISE BLVD SUITE 208 PLANTATION, FL 33322 (Per Sunbiz)

**MORTGAGE HOLDER OF RECORD:** None found.

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

FNA FLORIDA LLC 120 N LSALLE ST, SUITE 1220 CHICAGO, IL 60602 (Tax Deed Applicant)

CADLES OF WEST VIRGINIA LLC Instrument: 114199317 100 NORTH CENTER STREET NEWTON FALLS, OH 44444 (Per Assignment of Mortgage for Prior owners. No Satisfaction or Release found of record.) MORTGAGE ELECTRONIC OR: 42334, Page: 308 REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 (Per Assignment of Mortgage for Prior owner. No Satisfaction or Release found of record.)

MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST MIDDLETOWN, CT 06457 (Per Mortgage for Prior owner 42334-308.)

OR: 45688, Page: 1655

U.S. BANK NATIONAL ASSOCIATION OR: 4 ADAM F. GEORGE LAW OFFICES OF DAVID J. STERN, P.A. 900 SOUTH PINE ISLAND ROAD SUITE 400 PLANTATION, FL 33324-3920 (Per Lis Pendens. No Order to Vacate or Release found of record.)

U.S. BANK NATIONAL ASSOCIATION OR: 46486, Page: 546 C/O AMERICA'S SERVICING COMPANY 3476 STATEVIEW BLVD. FT. MILL, SC 29715 (Per Final Judgment of Foreclosure. No Order to Vacate or Release found of record.)

SYMS, LLC EVAN S. GUSKY, ESQ. NOWACK & OLSON, PLLC 8551 W SUNRISE BLVD. SUITE 208 PLANTATION, FL 33322 (Per Lis Pendens to Quiet Title.)

ROYAL POINT CONDOMINIUM ASSOCIATION, INC. 3710 NW 21ST STREET SUITE 101 LAUDERDALE LAKES, FL 33311 (Per Sunbiz. Declaration recorded 8181-35.)

MILBERG KLEIN PL, REGISTERED AGENT O/B/O ROYAL POINT CONDOMINIUM ASSOCIATION, INC. 5550 GLADES RD, SUITE 500 BOCA RATON, FL 33431 (Per Sunbiz)

(Royal Point Condominium Association, Inc. was f/k/a Sunset Hills Condominium Association, Inc. name changed as of 1/16/2018)

Instrument: 114153652

## **PROPERTY INFORMATION REPORT – CONTINUED**

### PARCEL IDENTIFICATION NUMBER: 4942 30 BA 1600

**CURRENT ASSESSED VALUE:** \$34,470 **HOMESTEAD EXEMPTION:** No **MOBILE HOME ON PROPERTY:** No **OUTSTANDING CERTIFICATES:** N/A

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

## OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED: Warranty Deed OR: 23353, Page: 942

Certificate of Title	OR: 31604, Page: 1766
Warranty Deed	OR: 31937, Page: 1147
Deed	OR: 32734, Page: 924
Warranty Deed	OR: 39392, Page: 1110
Corrective Quit Claim Deed (Unable to determine deed this is correcting.)	OR: 38780, Page: 268
Quit Claim Deed	OR: 40131, Page: 1341
Warranty Deed	OR: 41277, Page: 1170
Warranty Deed	OR: 42334, Page: 283
Quit Claim Deed	OR: 42701, Page: 1454
Quit Claim Deed	Instrument: 113911336
Mortgage	OR: 42324, Page: 284
Assignment of Mortgage	Instrument: 114196792
Assignment of Mortgage	Instrument: 114197294

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	3600 NW 21 STREET #407, LAUDERDALE LAKES FL 33311	ID #	4942 30 BA 1600
		Millage	2012
Property Owner	SYMS LLC	Use	04
Mailing Address	8551 SUNRISE BLVD #208 PLANTATION FL 33322		
Abbreviated Legal Description	SUNSET HILLS #1 CONDO UNIT 407 BLDG 3		

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	Тах			
2018	\$3,450	\$31,020	\$34,470	\$34,470				
2017	\$3,450	\$31,020	\$34,470	\$34,470	\$1,144.20			
2016	\$3,630	\$32,650	\$36,280	\$20,640	\$905.92			
	2018 Exemptions and Taxable Values by Taxing Authority							
		County	School Board	Municipal	Independent			
Just Valu	le	\$34,470	\$34,470	\$34,470	\$34,470			
Portabili	ty	C	0	0	0			
Assesse	d/SOH	\$34,470	\$34,470	\$34,470	\$34,470			
Homeste	ad	C	0	0	0			
Add. Homestead 0 0		0	0					
Wid/Vet/	Wid/Vet/Dis         0         0         0		0					
Senior	Senior 0		0	0	0			
Exempt <sup>•</sup>	Туре	C	0	0	0			
Taxable		\$34,470	\$34,470	\$34,470	\$34,470			

	S	ales History	L	and Calculation	S	
Date	Туре	Price	Book/Page or CIN	Price	Factor	Туре
11/29/2016	QCD-T	\$100	114112713			
8/30/2016	QCD-T	\$100	113911336			
6/16/2006	QCD	\$100	42701 / 1454			
6/16/2006	WD	\$105,000	42334 / 283			
12/19/2005	WD	\$99,900	41277 / 1170	Adj. I	Bldg. S.F.	1100
		Ι	1	Units/E	Beds/Baths	1/2/2
				Eff./Ac	t. Year Built: 198	80/1979

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
20								
R								
1								

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

### **CERTIFICATE OF MAILING NOTICES**

#### Tax Deed #39795

#### 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 May 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:

CITY OF LAUDERDALE LAKES 4300 NW 36 ST LAUDERDALE LAKES, FL 33319	NOWACK & OLSON, PLLC 8551 SUNRISE BLVD SUITE 208 PLANTATION, FL 33322	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026	MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST MIDDLETOWN, CT 06457
SYMS, LLC 8551 SUNRISE BLVD., SUITE 208 PLANTATION, FL 33322	MITCHELL J NOWACK, REGISTERED AGENT O/B/O SYMS, LLC 8551 SUNRISE BLVD SUITE 208 PLANTATION, FL 33322	CADLES OF WEST VIRGINIA LLC 100 NORTH CENTER STREET NEWTON FALLS, OH 44444	U.S. BANK NATIONAL ASSOCIATION, ADAM F. GEORGE, LAW OFFICES OF DAVID J. STERN, P.A. 900 SOUTH PINE ISLAND ROAD SUITE 400 PLANTATION, FL 33324-3920
U.S. BANK NATIONAL ASSOCIATION C/O AMERICA'S SERVICING COMPANY 3476 STATEVIEW BLVD. FT. MILL, SC 29715	SYMS, LLC, EVAN S. GUSKY, ESQ., NOWACK & OLSON, PLLC 8551 W SUNRISE BLVD. SUITE 208 PLANTATION, FL 33322	ROYAL POINT CONDOMINIUM ASSOCIATION, INC. 3710 NW 21ST STREET SUITE 101 LAUDERDALE LAKES, FL 33311	MILBERG KLEIN PL, REGISTERED AGENT O/B/O ROYAL POINT CONDOMINIUM ASSOCIATION, INC. 5550 GLADES RD, SUITE 500 BOCA RATON, FL 33431
OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE IDAHO FALLS, ID 853401	SYMS LLC 3600 NW 21 STREET #407 LAUDERDALE LAKES, FL 33311	U.S. BANK NATL ASSOC., AS TTEE FOR RESIDENTIAL ASSET SECURITIES, CORP., HOME EQUITY MTGE ASSET-BACKED PASS- THROUGH CERTIFICATES SERIES 2006-EMX7 C/O OWEN LOAN SERVICING, LLC 1661 WORTHINGTON RD, SUITE 100 WEST PALM BEACH, FL 33409	SUNSET HILLS CONDOMINIUM ASSOCIATION, INC C/O JENNINGS VALANCY, P.A. 311 SE 13TH STREET FT LAUDERDALE, FL 33316

#### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT,	BROWARD COUNTY CODE & ZONING	<b>BROWARD COUNTY HIGHWAY CONSTRUCTION &amp;</b>
PERMITTING LICENSING & PROTECTION	ENFORCEMENT SECTION PLANNING &	ENGINEERING DIVISION;
DIVISION	REDEVELOPEMENT DIV. ENVIRONMENTAL	RIGHT OF WAY SECTION
GCW-1 NORTH UNIVERSITY DR	PROTECTION & GROWTH MGMT DEPT	ONE N. UNIVERSITY DR., STE 300 B
PLANTATION, FL 33324	GCW – 1 NORTH UNIVERSITY DR	PLANTATION, FL 33324
	MAILBOX 302	
	PLANTATION, FL 33324	
BROWARD COUNTY WATER & WASTEWATER	PUBLIC WORKS DEPT REAL PROPERTY	BROWARD COUNTY SHERIFF'S DEPT.
2555 W. COPANS RD	GOVERNMENTAL CENTER, RM 326,	ATTN: CIVIL DIVISION
POMPANO BEACH, FL 33069	115 S. ANDREWS AVE	FT. LAUDERDALE, FL 33315
	FT. LAUDERDALE, FL 33301	

#### 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 May 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 39795**

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:	494230-BA-1600
Certificate Number:	11433
Date of Issuance:	06/01/2015
Certificate Holder:	FNA FLORIDA LLC
Description of Property:	SUNSET HILLS #1 CONDO UNIT 407 BLDG 3

UNIT 407, BUILDING 3, OF THE SUNSET HILLS 1 CONDOMINIUM , A CONDOMINIUM, ACCORDING THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 8181, PAGE 35 OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ANY AMENDMENTS THERETO.

Name in which assessed: Legal Titleholders:	SYMS LLC SYMS LLC	
	8551 SUNRISE BL\	/D #208
	PLANTATION, FL	33322

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 20th day of June , 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 17th day of May , 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:
 05/17/2018, 05/24/2018, 05/31/2018 & 06/07/2018

 Minimum Bid:
 12217.28

401-314

#### BROWARD DAILY BUSINESS REVIEW

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

#### STATE OF FLORIDA COUNTY OF BROWARD:

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

39795 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 11433

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

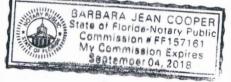
#### 05/17/2018 05/24/2018 05/31/2018 06/07/2018

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.

Sworn to and subscribed before me this

7 day of JUNE, A.D. 2018 Ce a

(SEAL) GUERLINE WILLIAMS personally known to me



Broward County, Florida **RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION** NOTICE OF APPLICATION FOR TAX DEED NUMBER 39795 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: 494230-BA-1600 Certificate Number: 11433 Date of Issuance: 06/01/2015 Certificate Holder: **FNA FLORIDA LLC** Description of Property: SUNSET HILLS #1 CONDO UNIT 407 BLDG 3 UNIT 407, BUILDING 3, OF THE SUNSET HILLS 1 CONDOMINIUM, A CONDOMINIUM, ACCORDING THE DECLARATION OF CONDO-MINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 8181, PAGE 35 OF PUBLIC RE-CORDS OF BROWARD COUNTY, FLORIDA AND ANY AMENDMENTS THERETO. Name in which assessed: SYMS LLC Legal Titleholders: SYMS LLC 8551 SUNRISE BLVD #208 PLANTATION, FL 33322 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 20th day of June, 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 17th day of May, 2018. Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

# SEE ATTACHED

(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: 12217.28 401-314 5/17-24-31 6/7 18-16/0000310244B

### **BROWARD COUNTY SHERIFF'S OFFLCE**

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

## **RETURN OF SERVICE**

signmen	9199 Please Route 1	Service Sheet #	18,021108
100			TD 20705
	BROWARD COUNTY FL vs. S	VS.	DEFENDANT CASE
-	TAX SALE NOTICE	COUNTY/BROWARD COURT	HEARING DATE
	SYMS LLC	3600 NW 21 STREET, #4	10.1
		SERVE LAUDERDALE LAKES, F	and a second test of a second second second second
		Statistic Concerns	Received this process on 510 180
	14279		Date Chimilie
		VENUE-DELINQ TAX SECTION Served	
	115 S. ANDREWS AVEN	UE, ROOM A-100	
	FT LAUDERDALE, FL 3	3301 🗌 Nqt Se	rved - see comments
	JULIE AIKMAN, SUPV	510	118 at 1:03bM
	9884 Attorney	'D	ate Time
	SYMS LLC	, in Broward County, Florida, by serving the withi	n named person a true copy of the writ, with the date and
e of se	ervice endorsed thereon by me, and a copy o	f the complaint, petition, or initial pleading, by the following method:	
	INDIVIDUAL SERVICE		
SUBS	TITUTE SERVICE:		
	At the defendant's usual place of abode on	"any person residing therein who is 15 years of age or older", to wit:	
		, in accordance with F.S. 48.031(1)(a)	
_			
	10	, 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 w	vith F.S. 48.031(2)(b), after two or more attempts to
	serve the defendant have been made at the	place of business	
COR	PORATE SERVICE:		
		, holding the following position of said corporation	in the absence of any superior officer in
	accordance with F.S. 48.081		
	То	, an employee of defendant corporation in accordance with F.S. 4	8.081(3)
	То	, as resident agent of said corporation in accordance with F.S. 48.	091
	PARTNERSHIP SERVICE: To of partnership, in accordance with F.S. 48.	, partner, or to	, designated employee or person in charg
	POSTED RESIDENTIAL By attaching	a true copy to a conspicuous place on the property described in the con	infaint or summons. Neither the tenant nor a person
	residing therein 15 years of age or older c	ould be found at the defendant's usual place of abode in accordance with	h F.S. 48.183
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> attempt date/time	:
	20	g a true copy to a conspicuous place on the property in accordance with	
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> attempt date/time	*
X	<b>OTHER RETURNS:</b> See comments		
~			
MME	ENTS: Posted To	x Dood Motice on	apt Dorp.
- as val			1,

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

## SCOTT J. ISRAEL, SHERIFF BROWARD COUNTY, FLORIDA

\_D.S. 1002 BY: L. MI ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494230-BA-1600 (TD #39795)** 

# WARNING

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

and the fill de la come

RECEIVED SHERIFF

2010 MAY -9 AM 10: 29

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; <u>PERSONAL OR</u> 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 May 31, 2018 .....\$10,788.10

\* Amount due if paid by June 19, 2018 .....\$10,924.15

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

Or

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON June 20, 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

SYMS LLC 3600 NW 21 STREET #407 LAUDERDALE LAKES, FL 33311

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

### **BROWARD COUNTY SHERIFF'S OFFICE**

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

# **RETURN OF SERVICE**

	17870 Please Route	To Supervisor	Service Sheet #	18 021199
	BROWARD COUNTY, FL vs			TD 39795
	TAX SALE NOTICE	vs. COUNT	Y/BROWARD	6/20/2018
	TYPE OF WRIT		COURT	HEARING DATE
	STMO LLO	CEDVE	ATION, FL 33322	
1			A.S.A.P RE TURN Receiv	ed this process on L-1/-18
1.15	14279	and the second second		Date 5/0/2/18 5-10-19 1
		REVENUE-DELING TAX SECTION		penno
	115 S. ANDREWS AVE		Served	
	FT LAUDERDALE, FL	33301	□ Not Served – se	e comments
	JULIE AIKMAN, SUPV		510-1K	at 1555
	9884 Attorney		Date	Time
-	SYMS LLC			rson a true copy of the writ, with the date a
ime of se	ervice endorsed thereon by me, and a cop	y of the complaint, petition, or initial pleading, by	the following method:	
	INDIVIDUAL SERVICE			
SUBS	TITUTE SERVICE:			
	At the defendant's usual place of abode	on "any person residing therein who is 15 years o	f age or older", to wit:	
		, in accordance with F.S. 48.031(1)(a)		
	То	, the defendant's spouse, at		in accordance with $ES 48.031(2)(a)$
		218.04		
	To	, the person in charge of the defendant's the place of business	business in accordance with F.S. 48.0	031(2)(b), after two or more attempts to
COR				
COR	RPORATE SERVICE:			
	To accordance with F.S. 48.081	, holding the following position of said co	prporation	in the absence of any superior officer in
	10	, an employee of defendant corporation i	n accordance with F.S. 48.081(3)	
	То	, as resident agent of said corporation in	accordance with F.S. 48.091	
	PARTNERSHIP SERVICE: To	, partner, or	to	, designated employee or person in char
	of partnership, in accordance with F.S.	48.061(1)		
	POSTED RESIDENTIAL: By attach	ing a true copy to a conspicuous place on the prop	erty described in the complaint or su	mmons. Neither the tenant nor a person
	residing therein 15 years of age or olde	r could be found at the defendant's usual place of	abode in accordance with F.S. 48.183	3
	1 <sup>st</sup> attempt date/time:		2 <sup>nd</sup> attempt date/time:	
	POSTED COMMERCIAL: By attac	thing a true copy to a conspicuous place on the pro	perty in accordance with F.S. 48.183	
	1 <sup>st</sup> attempt date/time:		2nd attempt date/time:	
			2 attempt date/unic.	
	OTHER RETURNS: See comments		and the second	
	OTHER RETURNS: See comments ENTS: POSta 510-1			
COMME		5 655 (mms)	SCOTT J. ISRAE	

on the icon "Service Inquiry"

Richory

BY

ORIGINAL

D.S.

I shall be a second

RECEIVED SHERIFF

2010 MAY -9 AM 10: 29

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494230-BA-1600 (TD # 39795)

# WARNING

BROWARD COUNTY, FLORIDA PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

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

**ORIGINAL** DOCUMENT

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 May 31, 2018 ......\$10,788.10

\* Amount due if paid by June 19, 2018 ......\$10,924.15

THE .

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

Or

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON June 20, 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

SYMS LLC 8551 SUNRISE BLVD #208 PLANTATION, FL 33322

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

# **Detail by Entity Name**

Florida Limited Liability Company SYMS, LLC

Filing Information

Document Number	L16000036382
FEI/EIN Number	81-2206617
Date Filed	02/22/2016
Effective Date	02/20/2016
State	FL
Status	ACTIVE
Data at a data a	

Principal Address

8551 SUNRISE BLVD. SUITE 208

PLANTATION, FL 33322

Mailing Address

8551 SUNRISE BLVD. SUITE 208 PLANTATION, FL 33322

Registered Agent Name & Address

NOWACK, MITCHELL J 8551 SUNRISE BLVD SUITE 208

PLANTATION, FL 33322

Authorized Person(s) Detail

Name & Address

Title MGR

SMOKE, STEVEN 3101 S OCEAN DRIVE, #2005 HOLLYWOOD, FL 33019

#### Annual Reports

Report Year	Filed Date	
2017	04/05/2017	

#### **Document Images**

04/05/2017 ANNUAL REPORT	View image in PDF format
02/22/2016 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name



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

# **Detail by Entity Name**

Florida Not For Profit Corporation
ROYAL POINT CONDOMINIUM ASSOCIATION, INC.

<u>Filing</u>	Information

Document Number	745736	
FEI/EIN Number	59-2005567	
Date Filed	01/26/1979	
State	FL	
Status	ACTIVE	
Last Event	NAME CHANGE AMENDMENT	
Event Date Filed	01/16/2018	
Event Effective Date	NONE	
Principal Address		
3710 NW 21ST STREET		
SUITE 101		
LAUDERDALE LAKES, FL 33311		
Changed: 04/15/2009		
Mailing Address		
3710 NW 21ST STREET		
SUITE 101		
LAUDERDALE LAKES, FL 33311		
Changed: 04/15/2009		
Registered Agent Name & Address		
Milberg Klein PL		
5550 Glades Rd, Suite 500		
Boca Raton, FL 33431		

Name Changed: 08/12/2016

Address Changed: 08/12/2016

Officer/Director Detail

Name & Address

**Title President** 

Ismail, Yousef

3710 NW 21ST STREET SUITE 101 LAUDERDALE LAKES, FL 33311

Title VP

Ashram, Abdullah, Treasurer 3710 NW 21ST STREET SUITE 101 LAUDERDALE LAKES, FL 33311

Title VP

Ismail, Monther, Vice President 3710 N.W. 21st Street Suite #101 Lauderdale Lakes, FL 33311

Title Director

GOPIE, LON PO BOX 211235 West Palm Beach, FL 33421

**Title Director** 

LOPEZ, HECTOR 3710 N.W. 21st Street Suite #101 Lauderdale Lakes, FL 33311

#### **Annual Reports**

Report Year	Filed Date
2016	04/26/2016
2016	08/12/2016
2017	02/17/2017

#### **Document Images**

01/16/2018 Name Change	View image in PDF format
02/17/2017 ANNUAL REPORT	View image in PDF format
08/12/2016 AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 ANNUAL REPORT	View image in PDF format
<u>09/03/2015 Amendment</u>	View image in PDF format
03/18/2015 ANNUAL REPORT	View image in PDF format
04/18/2014 ANNUAL REPORT	View image in PDF format
06/17/2013 ANNUAL REPORT	View image in PDF format
<u>11/15/2012 ANNUAL REPORT</u>	View image in PDF format
02/02/2012 ANNUAL REPORT	View image in PDF format
04/01/2011 ANNUAL REPORT	View image in PDF format
01/15/2010 ANNUAL REPORT	View image in PDF format

05/11/2000 Bog Agent Change View image in DDE format

### Detail by Entity Name

•	Botal by En
03/14/2009 Reg. Agent Change	view image in FDF ionnat
04/15/2009 ANNUAL REPORT	View image in PDF format
01/06/2009 ANNUAL REPORT	View image in PDF format
10/23/2008 ANNUAL REPORT	View image in PDF format
04/08/2008 ANNUAL REPORT	View image in PDF format
07/18/2007 ANNUAL REPORT	View image in PDF format
04/19/2006 ANNUAL REPORT	View image in PDF format
01/17/2006 ANNUAL REPORT	View image in PDF format
03/21/2005 ANNUAL REPORT	View image in PDF format
02/18/2004 ANNUAL REPORT	View image in PDF format
02/13/2003 ANNUAL REPORT	View image in PDF format
01/17/2002 ANNUAL REPORT	View image in PDF format
02/14/2001 ANNUAL REPORT	View image in PDF format
<u> 11/08/2000 Reg. Agent Change</u>	View image in PDF format
03/01/2000 ANNUAL REPORT	View image in PDF format
<u> 10/05/1999 ANNUAL REPORT</u>	View image in PDF format
02/24/1998 ANNUAL REPORT	View image in PDF format
03/03/1997 ANNUAL REPORT	View image in PDF format
<u>12/16/1996 REINSTATEMENT</u>	View image in PDF format

Florida Department of State, Division of Corporations

Name History



## Department of State / Division of Corporations / Search Records / Return to Detail Screen /

Return to Detail Scree	<u>n</u>		
Events ROYAL POINT CONE	DOMINIUM ASS	OCIATION, INC	<b>c</b> .
	745736		
Date Filed	01/26/1979		
Effective Date Status	None Active		
Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	01/16/20		OLD NAME WAS : SUNSET HILLS CONDOMINIUM ASSOCIATION, INC.
Return to Detail Scree	<u>n</u>		

Florida Department of State, Division of Corporations

JAN-29-2002 TUE 12:49 PM	FAX NO. JUNN MINN NOR NOR NOR NOR NOR NOR NOR NOR NOR N
W/C TRI-COUNTY for- 643/66 Prepared by: Sara Cianci Lawyers Advantage Title GrpB 0211 W. Broward Blvd #10 Plantation, FI 33324 Relum to: LAWYERS ADVANTAGE TITLE GROUP. (NC. 0211 West Broward Blvd., 5-110 Pientation, FL 33324	INSTR # 101671561 OR BK 32734 PG 0924 RECORDED 02/07/2012 07:44 AM COMMISSION BROWARD COUNTY DOC STMP-D 140.00 DEPUTY CLERK 2020
Propeny Appretiere Parcel Identification (Folie) Number: 19230-BA-16000 Grantee SS # THIS DEED NOT EFFECTIVE UNTIL THIS INDENTURE, made the 29 day of A.D.	

THIS INDENTURE, made the 24 day of 2000, A.D. 2000 by Mel Martinez, Secretary, Department of Housing and Urban Development, of Washington, D.C. herein called the grantor, whose post office address is 40 Marietta Street, Five Points Plaza, Atlanta, GA 30303, to Christoni investments Group, Inc., a Florida corporation whose post office address is 3600 NW 21 Street, Unit 407, Lauderdale Lakes, Florida 33311, hereinafter called the Grantee:

(Whorever used harein 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 compositions)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Broward County, State of Florida, viz:

Condominium Unit No. 407, Building 3, SUNSET HILLS CONDOMINIUM ONE, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Bock 8181, Page 35, of the Public Records of Broward County, Florida, and all amendments thereto; Together with all appurtenances thereto, including the undivided interest in the common elements of said Condominium.

**BEING** the same property acquired by the grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et sug.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profile thereof. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as equily, of the Grantor, of, in and to the same, and every part and parcel thereof, with appurtenances.

TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances, unto the Grantee(s), and the heirs and assigns of said Grantee(s), to their only proper use and benefit in fee simple forever.

SUBJECT TO ALL covenants, restrictions, reservations, easemants conditions and rights appearing of record and to real property laxes for the current and subsequent years and to any state of facts an accurate survey would show.

AND the same Grantor does hereby specially warrant the title to said land against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the said grantor has set his/her nand and seal as a true and lawful attorney-in-fact for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of 35 F.R. 16106 (10/14/70), as amended, Title 24, Chapter II, Part 200, Subpart D., and 35 F.R. 16106 (10/17/70), as amended by F.R. 7608 (2/27/74).

Signed, sealed and delivered in the presence of:

Printed Mar Sic ature

Printed Name

#### STATE OF GEORGIA

MEL MARTINEZ

Secretary, Department of Housing and Urban Development By: Southeast Alliance of Foreclosure Specialists, LLC as Prime Contractor for contract #R-OPC-21230 for the U.S. Department of Housing and Urban Development

Morm m

Rome Moliney in Fact Printed Name of Attorney in Fact Southeast Alliance of Foreclosure Specialists 3280 Pointe Parkway, Suite 1000 Norcross, GA 30092

COUNTY OF DOUGLAS

WITHESS my hand and Official Seel in the State and County last atoresald the 29 asy of JC NUARS 200 2

llino Noteo Rublic

My Commission Expires:

File; 64:1685

CFN # 105697148, OR BK 41277 Page 1170, Page 1 of 2, Recorded 01/14/2006 at 08:45 AM, Broward County Commission, Doc. D \$699.30 Deputy Clerk 3240

DEC-19-2005(MON) 15:01 Kaizen & Vazquez (FAX)954 349 9877 P.019.	/024
--	------

Prenared by and return to: Lawrence F. Kaizen, Esq. Chief Executive Officer Kaizen & Vazquez Title, Inc. 1820 N. Corporate Lakes Blvd. Suite 203 Fort Lauderdale, FL 33326

File Number: 05-1138 Will Call No.:

[Space Above This Line For Recording Data]\_

# Warranty Deed

This Warranty Deed made this 19th day of December, 2005 between Trans Global Realty, Inc., a Florida corporation and Hayya Jamri Nathanson, a married woman whose post office address is 10139 NW 31 St. #102, Coral Springs, FL 33065, grantor, and Brian King, a single man whose post office address is 2025 Broadway Apt #28A, New York, NY 10023, grantee:

(Whenever used herein the terms "granter" and "granter" 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:

Condominium Unit 407, Building 3, SUNSET HILLS CONDOMINIUM L, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PC 35, and amendments thereto, of the Public Records of Broward County, Florida.

Parcel Identification Number: 19230-BA-16000

Grantor, Hayya Jamri Nathanson, warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

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, 2005.

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

Signed, sealed and delivered in our presence:

CDIM Witness Name: 103

Winness Name:

Trans Global Realty. Inc./ a Florida corporation

By: Eric Nathanson, President

(Corporate Scal) nothasan a fA. Nathanson

DEC-19-2005(MON) 15:01 Kaizen & Vazquez

State of Florida Cou ty of Broward

The foregoing instrument was acknowledged before me this 19th day of December, 2005 by Eric Nathanson, President of Trans Global Realty, Inc., a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Scal]

Thehe Noury/Public n U Printed Name: ino

Cynthia A. Armalin Commission # DD347038 Expires: AUG. 16, 2008 Bonded Thrn Atlantic Bonding Co., Inc.

My Commission Expires:

-

CFN # 105206386, OR BK 40131 Page 1341, Page 1 of 2, Recorded 07/22/2005 at 09:23 AM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 2030

Prepared by and return to: Lawrence F. Kalzen, Esq. Chief Executive Officer Kalzen & Vazquez Title, Inc. 3111 N. University Drive, Suite 605 Coral Springs, FL 33065 954-227-5537 File Number: Will Call No.:

\_[Space Above This Line For Recording Data]

# **Quit Claim Deed**

This Quit Claim Deed made this \_\_\_\_\_day of June, 2005 between Hayya Jamri Nathanson, a \_\_\_\_\_woman, whose post office address is 3625 NW 31<sup>st</sup> Ave. Oakland Park, FL 33309, grantor, and Trans Global Realty, Inc., a Florida Corporation, whose post office address is 3625 NW 31<sup>st</sup> Ave. Oakland Park, FL 33309, grantee:

(Whenever used berein the terms "granter" and "granter" 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 TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Highlands County, Florida to-wit:

#### SEE EXHIBIT A

Grantor Hayys Jumri Nathanson warrants that at the time of this conveyance, the subject property is not their homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

These properties are being transferred to correct an error of previous transfer, and to restore title in Trans Global Realty, Inc.

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

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:

Witness Name: Witness Name;\_ Spm

Florida STATE OF Broward COUNTY OF \_

Hayya All Hayya Jamri Nathanson	milath	Bent Son
Hayya Jamri Nathanson		

(Seal)

DoubleTime<sup>®</sup>

21:51 (UHT)2005-81-

The foregoing instrument was acknowledged before me this / \_\_\_\_\_ day of June, 2005 by \_\_\_\_\_\_ as identification.

[Notary Scal]

Start Carles	Cynthia A. Armalin
	Commission # DD347038 Expires: AUG. 16, 2008
OF FLORIN	Bonded Thru Atlantic Bonding Co., Inc.
CIT OF YOUND	Atlantic Bonding Co., Inc.

Notary Public Printed Name: My Commission Expires:

## Page 2 Exhibit A

Folio #

#### Property Address

3600 N.W. 21" Street #108 3600 N.W. 214 Street #113 3600 N.W. 21" Street #202 3600 N.W. 21" Street #204 3600 N.W. 21" Street #205 3600 N.W. 21\* Street #210 3600 N.W. 21\* Street #212 3600 N.W. 21" Succe #214 3600 N.W. 21" Street #301 3600 N.W. 21" Street #304 3600 N.W. 21" Street #311 3600 N.W. 21" Street #312 3600 N.W. 21" Street #401 3600 N.W. 21" Street #402 3600 N.W. 214 Street #407 3600 N.W. 21" Street #409 3600 N.W. 21" Street #410 3600 N.W. 21" Street #412 3600 N.W. 21ª Street #414 3610 N.W. 21" Street #105 3610 N.W. 21" Street #107 3610 N.W. 21" Street #402 3610 N.W. 21" Street #411 3710 N.W. 21" Street #112 3710 N.W. 21" Street #304

4942-30-BA-1190 4942-30-BA-1240 19230-BA-12700 4942-30-BA-1290 4942-30-BA-1300 4942-30-BA-1350 4942-30-BA-1370 4942-30-BA-1390 4942-30-BA-1400 19230-BA-14300 4942-30-BA-1500 19230-BA-15100 19230-BA-15400 4942-30-BA-1550 19230-8A-16000 4942-30-BA-1620 19230-BA-16300 4942-30-BA-1650 4942-30-BA-1 670 4942-30-BA-1720 19230-BA-17400 4942-30-BA-2110 4942-30-BA-2200 4942-30-BA-0670 4942-30-BA-0870 Owner

Huyya Jamri Huyyu Jamrî Hayya Jamri Hoyya Jamri Hayya Jamri Hayya Jamri Hayye Jamri Hayya Jamri Hayya Jamri Huyyu Jamri Huyya Jamri i-tayya Jamri Hayya Jamri

P.0037009

7780 045 420(XAA)

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21:51 (UHT)2005-31-NUL

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This instrument prepared by: Eric Nathanson Trans Global Realty, Inc 3625 N.W. 31<sup>st</sup> Avenue Oakland Park, Fl 33309

#### **CORRECTIVE QUIT CLAIM DEED**

**This indenture**, made this 29<u>th</u> day of DECEMBER, 2004 by and between TRANS GLOBAL REALTY, INC, a Florida Corporation, Grantor \*, and HAYYA JAMRI NATHANSON whose post office address is 3625 N.W. 31<sup>st</sup> AVE., Oakland Park, Fl 33309, Grantee\*.

**Witnesseth:** That said grantor, for and in consideration of the sum of TEN dollars (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said grantee, and grantee's heirs and assigns forever the following described land, situate, lying and being in Broward County, Florida, to-wit:

#### SEE ATTACHED

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoove of the said Grantee forever.

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

IN WITNESS WHEREOF, Grantor hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

Witness:

Sign: Print:

Sign: Ulike Herold Print: VICKIC Herold

 TRANS GLOBAL REALTY, INC.

 ERIC NATHANSON, PRESIDENT

 Sign:

  $e^{2e}$  

 Print:

 Title:

  $e^{ee}$ 

2

The foregoing instrument was executed before me this  $\underline{\swarrow}$  day of  $\underline{\cancel{Decnler}}$ , 2004 by \_\_\_\_\_\_ who is <u>personally known</u> of me, who produced \_\_\_\_\_\_ as identification and who did/did not take an oath.

Demihia Northy Public

Cynthia A. Armalin Commission # DD347038 Expires: AUG. 16, 2008 Bonded Thru Atlantic Bonding Co., Inc.

CFN # 104601370, OR BK 38780 PG 269, Page 2 of 2

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PROPERTY ADDRESS	FOLIO #	OWNER
3600 N.W. 21 St. #108	4942-30-BA-1190	Hayya Jamri
3600 N.W. 21 St. #113	4942-30-BA-1240	Hayya Jamri
3600 NW. 21 St. #202	19230-BA-12700	Hayya Jamri
3600 N.W. 21 St. #204	4942-30-BA-1290	Hayya Jamri
3600 N.W. 21 St. #205	4942-30-BA-1300	Hayya Jamri
3600 N.W. 21 St. #210	4942-30-BA-1350	Hayya Jamri
3600 N.W. 21 St. #212	4942-30-BA-1370	Hayya Jamri
3600 N.W. 21 St. #214	4942-30-BA-1390	Hayya Jamri
3600 N.W. 21 St. #301	4942-30-BA-1400	Hayya Jamri
3600 N.W. 21 St. #304	19230-BA-14300	Hayya Jamri
3600 N.W. 21 St. #311	4942-30-BA-1500	Hayya Jamri
3600 N.W. 21 St. #312	19230-BA-15100	Hayya Jamri
3600 N.W. 21 St. #401	19230-BA-15400	Hayya Jamri
3600 N.W. 21 St. #402	4942-30-BA-1550	Hayya Jamri
3600 N.W. 21 St. #407	19230-BA-16000	Hayya Jamri
3600 N.W. 21 St. #409	4942-30-BA-1620	Hayya Jamri
3600 N.W. 21 St. #410	19230-BA-16300	Hayya Jamri
3600 N.W. 21 St. #412	4942-30-BA-1650	Hayya Jamri
3600 N.W. 21 St. #414	4942-30-BA-1670	Hayya Jamri
3610 N.W. 21 St. #105	4942-30-BA-1720	Hayya Jamri
3610 N.W. 21 St. #107	19230-BA-17400	Hayya Jamri
3610 N.W. 21 St. #402	4942-30-BA-2110	HAYYA JAMRI
3610 N.W. 21 St. #411	4942-30-BA-2200	HAYYA JAMRI
3710 N.W. 21 St. #112	4942-30-BA-0670	HAYYA JAMRI
3710 N.W. 21 St. #304	4942-30-BA-0870	HAYYA JAMRI

CFN # 104423427, OR BK 38392 Page 1110, Page 1 of 2, Recorded 10/20/2004 at 08:28 AM, Broward County Commission, Doc. D \$2870.00 Deputy Clerk 2185

Prepared by and return to: Lawrence F. Kaizen, Esq. Chief Executive Officer Kaizen & Vazquez Title, Inc. 1820 N. Corporate Lakes Blvd. Suite 203 Fort Lauderdale, FL 33326 954-349-9904 File Number: 04-905 Will Call No.:

# Warranty Deed

This Warranty Deed made this 4th day of August, 2004 between Christoni Investment Group, Inc., a Florida Corporation, a Florida corporation whose post office address is , grantor, and Trans Global Realty, Inc., a Florida corporation whose post office address is 3625 NW 31st Avenue, Oakland Park, FL 33309, 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:

#### PARCEL 1:

Unit 306, Building 1, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #: 19230-BA-03400

#### PARCEL 2:

Unit 205, Building 2, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-07400

PARCEL 3:

Unit 305, Building 2, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-08800

PARCEL 4:

Unit 202, Building 3, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-12700

PARCEL 5:

Unit 401, Building 3, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-15400

#### PARCEL 6:

Unit 407, Building 3, SUNSET HILLS CONDOMINIUM I, a Condomnium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-16000

PARCEL 7:

Unit 410, Building 3, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-16300

PARCEL 8:

Unit 107, Building 4, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-17400

PARCEL 9:

Unit 114, Building 4, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-18100

PARCEL 10: Unit 409, Building 4, SUNSET HILLS CONDOMINIUM I, a Condominium according to the Declaration of Condominium recorded in OR Book 8181, PG 35, and amendments thereto, of the Public Records of Broward County, Florida. Folio #:19230-BA-21800

**Parcel Identification Number:** 

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:

Witness Name: Witness Name:

Christoni Investment Group, Inc., a Florida Corporation, a

Florida corporation Bv: Cecil Phang-Lyn, Presi

(Corporate Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 4th day of August, 2004 by Cecil Phang-Lyn of Christoni Investment Group, Inc., a Florida Corporation, a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Lawrence F. Kaizen Commission #DD267049 Expires: Nov 13, 2097 Bonded Thru Bonding Co., his

Notary Public	
Printed Name:	

My Commission Expires:

Return to: Name: Faber & Gitlitz, P.A. Address: 1570 Madruga Avenue, Suite 300 Coral Gables, Florida 33146

. .

This instrument prepared by: Stuart H. Gitlitz, Esquire Address: 1570 Madruga Avenue, Suite 300 Coral Gables, Florida 33146

Property Appraisers Parcel I.D. (Folio) Number(s):

INSTR # 101228275 OR BK 31937 PG 1147 RECORDED 08/03/2001 08:00 AM COMISSION BRUMARD COUNTY DOC STMP-D 0.70

**DEPUTY CLERK 1033** 

THIS SPECIAL WARRANTY DEED made and executed the <u>27th</u> day of <u>April</u>, 20 <u>01</u> by FIRSTAR BANK, N.A. (successor by merger with STAR BANK, N.A.), a corporation existing under the laws of the Commonwealth of Kentucky, hereinafter called the grantor to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns, c/o Southeast Alliance of Foreclosure Specialists, Suite 1000, 3280 Pointe Parkway, Norcross, Georgia 30092, hereinafter called the 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)

WITNESSETH: that the grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in BROWARD County, Florida, viz:

Unit 407, Building 3, of SUNSET HILLS CONDOMINIUM 1, according to the Plat thereof, as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida, and any amendments thereto;

TITLE TO THE ABOVE PROPERTY WAS ACQUIRED BY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE OF A MORTGAGE INSURED UNDER THE NATIONAL HOUSING ACT AND IS BEING CONVEYED PURSUANT TO THE CONTRACT OF INSURANCE. THEREFORE THIS DEED IS NOT SUBJECT TO STATE OF FLORIDA DOCUMENTARY STAMP TAXES.

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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that is hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

Signed, Sealed and Delivered in

the presence of: McInt

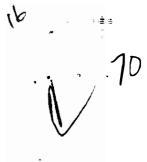
Riordan ndi STATE OF KENTUCKY

COUNTY OF DAVIESS

FIRSTAR BANK, N.A. (successor by merger with STAR BANK, N.A.) c/o Firstar Home Mortgage P.O. Box 20005 Owensboro, Kentucky 42304-0005

By Gread ₩. Speer. Vice President C Attest: Shirley Vice President buist,

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by Gregg W speer and Shirley guist as Vice President
and Vice President M. 101/ respectively of the corporation named as grantor
in the foregoing deed on benalt of sale corporation this 27th day of,
$20 \underline{01}$ .
ABILLIC AnnemHoward
My Commission Expires 11-12-01 0 L NOTARY PUBLIC, Commonwealth of Kentucky
Anne M Howard
00-28563/FLORIDA COMMUNITY HOUSING GROUP 83 - COUNT IX

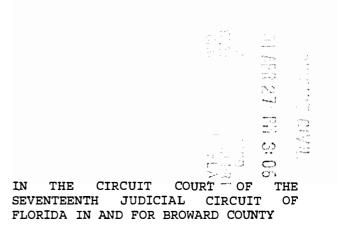


FIRSTAR BANK, N.A. (successor by merger with STAR BANK, N.A.),

Plaintiff,

vs.

FLORIDA COMMUNITY HOUSING ASSISTANCE CORPORATION; SUNSET HILLS CONDOMINIUM ASSOCIATION, INC.; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 108, BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 114, BUILDING 3, LAUDERDALE LAKES, FLORIDA; AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 202, BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 203, BUILDING 3, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 205, BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 304, BUILDING 3, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 402, BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 406, BUILDING 3, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 407,



GENERAL JURISDICTION DIVISION

CASE NO. 00-15976 CACE 12

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## INSTR # 101037502 OR BK 31604 PG 1766

RECORDED 05/16/2001 02:42 PM COMMISSION BROWARD COUNTY DOC STHP-D 0.70 DEPUTY CLERK 1043

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BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3600 NORTHWEST 21ST STREET, UNIT 414, BUILDING 3, LAUDERDALE LAKES, FLORIDA; \_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 207, BUILDING 4, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 305, BUILDING 4, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 307, BUILDING 4, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 311, BUILDING 4, LAUDERDALE LAKES, FLORIDA; AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 313, BUILDING 4, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 403, BUILDING 4, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 404, BUILDING 4, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 408, BUILDING 4, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 409, BUILDING 4, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3610 NORTHWEST 21ST STREET, UNIT 411, BUILDING 4, LAUDERDALE LAKES, FLORIDA; AN UNKNOWN PERSON IN POSSESSION OF 3700 NORTHWEST 21ST STREET, UNIT 106, BUILDING 1, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3700 NORTHWEST 21ST STREET, UNIT 205, BUILDING 1, LAUDERDALE LAKES, FLORIDA; , AN UNKNOWN PERSON IN POSSESSION OF 3700 NORTHWEST 21ST STREET, UNIT 405, BUILDING 1, LAUDERDALE LAKES, , AN UNKNOWN PERSON IN FLORIDA; POSSESSION OF 3710 NORTHWEST 21ST STREET, UNIT 110, BUILDING 2, LAUDERDALE LAKES, FLORIDA; AN UNKNOWN PERSON IN POSSESSION OF 3710 NORTHWEST 21ST STREET, UNIT 213, BUILDING 2, LAUDERDALE LAKES, FLORIDA; \_\_\_\_, AN UNKNOWN PERSON IN POSSESSION OF 3710 NORTHWEST 21ST

STREET, UNIT 401, BUILDING 2,

<u>،</u> ب

LAUDERDALE LAKES, FLORIDA; AND CITY OF POMPANO BEACH, FLORIDA,

- - -<u>-</u>= =

Defendant(s).

#### CERTIFICATE OF TITLE COUNT IX

The undersigned, HOWARD C. FORMAN, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on <u>April 16, 2001</u>, 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 407, Building 3, of SUNSET HILLS CONDOMINIUM 1, according to the Plat thereof, as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida, and any amendments thereto;

was sold to Firstar Bank, N.A. (Successor by merger w	with Sta	ar Bank, N.A.)	ł
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P.O. Box 20005

Owensboro, KY 42304-0005

WITNESS my hand and the seal of the court this 27th day of

\_\_\_\_\_April, \_\_\_\_\_, 2001.

HOWARD C. FORMAN, CAS 7 Βv Demu

- 11 1

Prepared By: FABER & GITLITZ, P.A. Attorneys for Plaintiff Suite 300 1570 Madruga Avenue Coral Gables, Florida 33146 (305) 662-4110 PARCEL I.D. NO .: 9230BAILD THIS INSTRUMENT PREPARED BY AND RETURN TO: John Benson Bg. 630 South State Road Seven Margate, Florida 33068 File: 3600-407

.

GRANTEE S.S.: Florida Community Housing Assistance Corp.

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

#### WARRANTY DEED

THES INDENTURE made this 27th day of March, 1995 by Molly G. Kelly, a

single woman Grantor whose post office address is: 7.0. Box 634860, Margate, FloriPa 33063 and Florida Community Housing Assistance Corp. as Grantee, whose post office address is: 632 S. Strate Ro. 7, Maryate, FC 33068

10-> Stwart incom WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee the following described land situate in Broward County Florida, viz:

> Unit 407, Building 3 of SUNSET HILLS CONDOMINIUM I, according to the Plat thereof, as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida.

SUBJECT TO restrictions, covenants, reservations, easements, declarations, agreements and limitations of record.

AND said Grantor does hereby covenants with said Grantee that the Grantor is/are 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 and clear of encumbrances, except taxes accruing subsequent to December 31, 1994.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

WITNESSES (Pfint N Ke.

STATE OF FLORIDA COUNTY OF BROWARD

	elle	
Molly G	Kelly	

DENIGE M. CICHY My commission & oc 1984 Echael October 15, 1996 Songed Thru Thay fast Menael, MC

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

'I HEREBY CERTIFY that on this 27th day of March, 1995, before me, an officer duly qualified to take acknowledgements, in the State and County aforesaid, personally appeared Molly G. Kelly, a single woman personally known to me to be the person described in, and who has produced <u>Multiple Mole</u> as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same and did take an oath.

NOTARY PIRITC

COMMISSION EXPIRES:

(Print Name)

95-161456 04-19-95

DOC. STAMPS-DEED\$ 227.50

08:59AM

RECEIVED IN BROWARD COUNTY B. JACK OSTERHOLT COUNTY ADMINISTRATOR

6K23353PG094

INSTR # 114199317 Page 1 of 3, Recorded 02/09/2017 at 03:11 PM Broward County Commission, Deputy Clerk ERECORD

0A110923

Prepared by and return to: Victor O. Buente, Jr., Esq. Cadles of West Virginia LLC 100 North Center Street Newton Falls, OH 44444-1321

### ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **CADLES OF GRASSY MEADOWS II, L.L.C.** located at 100 North Center Street, Newton Falls, Ohio 44444 (hereinafter the "Assignor"), hereby transfers, assigns and conveys unto **CADLES OF WEST VIRGINIA LLC** located at 100 North Center Street, Newton Falls, OH 44444 (hereinafter the "Assignee"), all its right, title and interest (and any renewals, extensions and/or modifications thereof) in and to a certain Mortgage between Kurt Lawson as Borrower(s) and Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Lenders Network USA Inc. as Lender, dated June 16, 2006 and recorded on July 3, 2006 with the Broward County Recorder, Florida under Instrument No. 106220604, Book 42334, Pages 284-307. Said property is more particularly described on the attached Exhibit A. This assignment is made without recourse, representation or warranty, express or implied.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

In witness whereof, the undersigned has hereunto set its hand by its duly authorized officer this 31<sup>st</sup> day of January, 2017.

Annette J. Schick, Witness

CADLES OF GRASSY MEADOWS II, L.L.C.

By: The Cadle Company, Manager

By:

William E. Shaulis Its: Executive Vice President

STATE OF OHIO

COUNTY OF TRUMBULL

Before me, the undersigned, a Notary Public in and for said State and County, on this the 31<sup>st</sup> day of January, 2017, personally appeared William E. Shaulis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed of such maker, for the uses and purposes therein set forth.

Kathryn T. Sabol, Notary Public



Kathryn T. Sabol Resident Trumbull County Notary Public, State of Ohio My Commission Expires: 03/26/2018

Debtor: Kurt Lawson Our File No. 0A110923 P:\Annette\_Schick\Assignments\Cadles of West Virginia\0A11\Mortgage\0A110923 AOM MM.docx - -

### Exhibit "A"

Legal Description for File No.: 05-051

Condominium Unit 407, Building 3, Sunset Hills Condominium I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, page 35, and amendments thereto, of the Public Records of Broward County, Florida.

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CFN # 106220605, OR BK 42334 Page 308, Page 1 of 9, Recorded 07/03/2006 at 02:56 PM, Broward County Commission, Doc M: \$73.50 Int. Tax \$42.00 Deputy Clerk 3075

3030065191

Return To: MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST. MIDDLETOWN, CT 06457

This instrument was prepared by: MORTGAGE LENDERS NETWORK USA, INC. 213 Court St. Middletown CT 06457

MORTGAGE

MIN 1002610-3030065191-5

THIS MORTGAGE is made this 16th KURT LAWSON

, between the Mortgagor,

, whose address is 5580 7 PLACE SW, POMPANO BEACH, FL 33068 (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.

MORTGAGE LENDERS NETWORK USA, INC. existing under the laws of **Delaware** 213 Court St. Middletown CT 06457

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 21,000.00 which indebtedness is evidenced by Borrower's note dated June 16, 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 July 1, 2021

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 ATTACHED SCHEDULE A

, and has an address of

("Lender") is organized and

[City], Florida 33309 FORT LAUDERDALE [ZIP Code] (herein "Property Address");

which has the address of 3600 21ST STREET NW 407

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

-76N(FL) (0204)

Page 1 of 5 VMP MORTGAGE FORMS - (800)521-7291

[Street].

Form 3810

Amended 2/01

day of June, 2006

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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower 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.

à la

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.

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 foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and the right to assert in 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; (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.



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### 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:

	400	
	KURT LAWSON	
	\$	
		(Address)
		(Seal)
		-Borrower
		(Address)
(Seal)		(Seal)
-Borrower		-Borrower
(Address)		(Address)
		(//////////////////////////////////////
(Seal) -Borrower		(Seal) -Borrower
(Address)		(Address)
(51)		(Sec)
(Seal) -Borrower		(Seal) -Borrower
(Address)		(Address) (Sign Original Only)
Roward		
STATE OF FLORIDA,	County ss:	
The foregoing instrument was acknowledged before me this <b>KURT LAWSON</b>	June 16, 2006	by
	1	
who is personally known to me or who has produced	DC C	as identification.
Ann Marie J. Greenland		$\times$
My Commission DD222923 Expires June 15, 2007	Notary Public	15/07
	escip 61	

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## Exhibit "A"

## Legal Description for File No.: 05-051

Condominium Unit 407, Building 3, Sunset Hills Condominium I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, page 35, and amendments thereto, of the Public Records of Broward County, Florida. CFN # 106220605, OR BK 42334 PG 314, Page 7 of 9

3030065191

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### BALLOON RIDER (Mortgage Balloon Loans)

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THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

KURT	LAWSON	(Seal) -Borrower
		(Seal) -Borrowe
		(Seal) -Borrowe
		(Seal) -Borrowe

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N875-4 created 11/99 04/04

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of June , 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 MORTGAGE LENDERS NETWORK USA, INC. 213 Court St. Middletown CT 06457

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 3600 21ST STREET NW 407, FORT LAUDERDALE, FL 33309

#### [Property Address]

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

#### [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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

MULTISTATE CONDOMINIUM RIDER - Single Family/Second Mortgage - FNMA/FHLMC UNIFORM INSTRUMENT

-208 (9108).02

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





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MIN- 1002610-3030065191-5

**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

.

**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

(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.

KURT LAWSON	(Seal) -Borrower
	(Seal) -Borrower
	(Seal) -Borrower

\_\_\_(Seal) -Borrower

Form 3140 9/90

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Page 2 of 2

-208 (9108).02

Prepared by and return to: Nowack & Olson, PLLC 8551 Sunrise Blvd. Suite 208 Plantation, FL 33322 (954)349-2265 File Number: 3610/309

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# **Quit Claim Deed**

This Quit Claim Deed made this 28th day of November, 2016 between Sunset Hills Condominium Association, Inc., a Florida Corporation, grantor(s), and SYMS, LLC, a Florida Limited Liability Company, grantee(s) whose post office address is 8551 Sunrise Blvd., Suite 208, Plantation, FL 33322:

(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 TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Broward County, Florida to-wit:

Unit 407, Building 3, OF THE SUNSET HILLS 1 CONDOMINIUM, A Condominium, according the Declaration of Condominium thereof as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida and any amendments thereto.

Folio: 4942-30-BA-1600

\*No title searches were performed prior to the signing of the deed and no warranties as to title are made in accordance with this conveyance.

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

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

Signed, sea and delivered in our presence: (Seaf) Sunset Hills Condominium Association, Inc. EVAN GUSK 3710 NW 21st Street, Unit 101 Witness Name: Lauderdale Lakes, FL 33311 STEVE SMOKE, BOARD MEMBER By: Witness Name: Title Name State of Florida County of Broward The foregoing instrument was acknowledged before me this  $\frac{297}{297}$  day of November, 2016 by \_\_\_\_\_, who [ $\bigcup$  is personally known or  $\boxed{\phantom{a}}$  has produced a driver's licenses as Steve mole identification. [Notary Seal] Notary Public Printed Name: JENNIFER LAUFGAS Notary Public State of Florida Jennifer Laufgas My Commission My Commission EE 884634 Expires 05/28/2017 5/28/2017 Expires:

INSTR # 113911336 Page 1 of 2, Recorded 09/02/2016 at 02:50 PM Broward County Commission, Doc. D \$0.70 Deputy Clerk ERECORD

> <u>Prepared by and return ta</u>: Mitchell J. Nowack 8551 Sunrise Blvd. Suite 208 Plantation, FL 33322 (954)349-2265

> > [Space Above This Line For Recording Data]

## Quit Claim Deed

This Quit Claim Deed made this  $\frac{30}{20}$  day of August, 2016 between ANDRE BARRETT, a single man, and CARMEN BROWN-ROGERWITZ, a married woman, grantor(s), and SUNSET HILLS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, grantee(s) whose post office address is 8551 Sunrise Blvd., Suite 208, Plantation, FL 33322:

(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 TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Broward County, Florida to-wit:

Building 3, Unit 407, OF THE SUNSET HILLS 1 CONDOMINIUM, A Condominium, according the Declaration of Condominium thereof as recorded in Official Records Book 8181, Page 35 of the Public Records of Broward County, Florida and any amendments thereto.

Folios: 4942 30 BA 1600

\*No title searches were performed prior to the signing of the deed and no warranties as to title are made in accordance with this conveyance. This is not the homestead property of the grantor(s) or the grantor(s) spouse.

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

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: Witness Name: 7 eFan sKe Witness Name: IMManue

(Seal)

ANDRE BARRETT

(Seal)

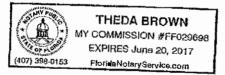
CARMEN BROWN-ROGERWITZ

Inda State of County of Drawarc

The foregoing instrument was acknowledged before me this <u>3</u> day <u>147115</u>, 2016 by ANDRE BARRETT AND CARMEN BROWN-ROGERWITZ, who is () personally known to me or () has produced <u>churchs licens</u> as identification,

Notary Seal

THEDA BROWN MY COMMISSION #FF02(%) EXPIRES June 20, 2017 Fig-HalloteryService.com (407) 398-0153



Printed Name; Thech Brown

My Commission Expires: (120)

Parcel Identification No:

Ì

4942-30BA-1600

This Instrument Prepared By and Return to:

### QUITCLAIM DEED

This Quitclaim Deed, made this 24th day of August, 2006, between KURT LAWSON, A Single man, whose address is 3600 NW 21 STREET, APT 407, LAUDERDALE LAKES, FL 33309, Grantor, and ANDRE BARRETT a single man and CARMEN BROWN-ROGERWITZ, a single woman, whose address is 3600 NW 21 STREET, APT 407, LAUDERDALE LAKES, FL 33309, Grantee.

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

Condominium Unit 407, Building 3, Sunset Hills Condominium I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, page 35, and amendments thereto, of the Public Records of Broward County, Florida.

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

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

Signed, sealed and delivered in our presence:

LAKES, FL 33309 Witness #1 Printed 1

KURT LAWSE

3600 NW 21 STREET, APT 407, LAUDERDALE

3600 NW 21 STREET, APT 407, LAUDERDALE

STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me this 16th day of June, 2006, by KURT LAWSON who is personally known to me or who has produced SEAL Ann Marke J. Greenland My Corrynkedon DD222923 Evalue to the 15 2007

Expires June 15, 2007

pnatu

My Commission Expires:

Witness)#2

LAKES, FL 33309 Witness #2 Printed Name

nMau Printed Notary Signature

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Progressive Title Insurance, Inc. 5777 West Sunrise Boulevard Plantation, Florida 33313 Property Appraisers Parcel Identification (Folio) Numbers: **4942-3C-BA-1600** 

# WARRANTY DEED

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THIS WARRANTY DEED, made the 16th day of June, 2006 by BRIAN KING, A Single man, whose post office address is 3600 NW 21 STREET, APT 407, LAUDERDALE LAKES, FL 33309 herein called the grantor, to KURT LAWSON, a single man, whose post office address is 3600 NW 21 STREET, APT 407, LAUDERDALE LAKES, FL 33309, hereinafter called the 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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz.:

Condominium Unit 407, Building 3, Sunset Hills Condominium I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, page 35, and amendments thereto, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2005 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

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

and delivered in the presence of: Signed or ale Witness # Signature icn'a Witness #1 Printed Name Mon ndi Witness #2 Signature Witness #2 Printed Name STATE OF FLORIDA **COUNTY OF BROWARD** The foregoing instrument was acknowledged before me this 16th day of June, 2006 by BRIAN KING who is personally known to me or has produced as identification. SEAL Ann Marie J. Greenland Notary Public My Commission DD222923 Expires June 15, 2007 Greenland Printed Notary Name My Commission Expires:

CFN # 106220604, OR BK 42334 Page 284, Page 1 of 24, Recorded 07/03/2006 at 02:56 PM, Broward County Commission, Doc M: \$294.00 Int. Tax \$168.00 Deputy Clerk 3075

#### 6200022266

Return To: MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST. MIDDLETOWN, CT 06457

This document was prepared by: MORTGAGE LENDERS NETWORK USA, INC. 213 Court St. Middletown CT 06457

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MORTGAGE

MIN 1002610-6200022266-3

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 16, 2006 together with all Riders to this document.
(B) "Borrower" is

KURT LAWSON

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 MORTGAGE LENDERS NETWORK USA, INC.

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3010 1/01

•6A(FL) (0005).01 Page 1 of 16

Initials

VMP MORTGAGE FORMS - (800) 521-7291



Lender is a	corporati	ion or	asso	ciation		
organized a	nd existing un	der the la	ws of	Delaware		
Lender's ad	dress is 213	Court	St.	Middletown	СT	06457

(E) "Note" means the promissory note sign	ed by Borrower and	d dated June	e 16, 2006	
The Note states that Borrower owes Lender	Eighty-Four	Thousand	and No/100	
				D . II

OutputDollars(U.S. \$ 84,000.00 ) plus interest. Borrower has promised to pay this debt in regular PeriodicPayments and to pay the debt in full not later than July 1, 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		Second Home Rider
Balloon Rider	Planned Unit Development Rider	
UA Rider	Biweekly Payment Rider	<b>∆</b> Other(s) [specify]
		Adjustable Rate Balloon

(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.

Rider

(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.

-6A(FL) (0005).01

Page 2 of 16

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6200022266

(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"

(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** 

SEE ATTACHED SCHEDULE A

Parcel ID Number: 3600 21 STREET NW 407 FORT LAUDERDALE ("Property Address"): which currently has the address of [Street] [City], Florida 33311 [Zip Code]

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, releasing and canceling this Security Instrument.

-6A(FL) (0005).01

Page 3 of 16

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

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

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

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

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 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



Page 4 of 16

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.

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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.



Page 5 of 16

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 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 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

-6A(FL) (0005).01

Page 6 of 16

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 mortgage 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 mortgage 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



Page 7 of 16

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 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

-6A(FL) (0005).01

Page 8 of 16

Form 3010 1/01

Initial

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

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

(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.

Initials:

-6A(FL) (0005).01

Page 9 of 16

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

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.

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.

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

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

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

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

-6A(FL) (0005).01

Page 10 of 16

Form 3010 1/01

Initials:

1

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

-6A(FL) (0005).01

Page 11 of 16

Form 3010 1/01

Initial

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.

-6A(FL) (0005).01

Page 12 of 16

Initials

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 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



Page 13 of 16

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.



Page 14 of 16

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:

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			(Seal)
	KUKI	LAWSUN	-Borrower
			(Address)
			(Seal)
			-Borrower
			(Address)
Seal)			(Seal)
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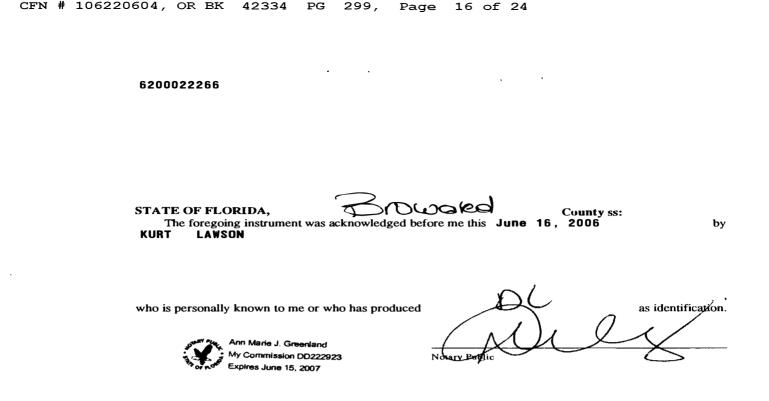
Form 3010 1/01

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Page 15 of 16

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Page 16 of 16

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Initials

Form 3010 1/01

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## Exhibit "A"

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## Legal Description for File No.: 05-051

Condominium Unit 407, Building 3, Sunset Hills Condominium I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, page 35, and amendments thereto, of the Public Records of Broward County, Florida.

#### ADJUSTABLE RATE BALLOON RIDER 30-YEAR TERM/40-YEAR AMORTIZATION (Assumable during Life of Loan)

THIS ADJUSTABLE RATE RIDER is made this 16thday of June 2006 ,and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed ofTrust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the"Borrower") to secure the Borrower's Adjustable Rate Note ( the "Note") toMORTGAGE LENDERS NETWORK USA, INC.

of the same date and covering the property described in the Security Instrument and located at:

3600 21 STREET NW 407, FORT LAUDERDALE, FL 33311

[Property Address]

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

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

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

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

The Note provides for an initial interest rate of **9.1500**%. The Note provides for changes in the interest rate and the monthly payment 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 **July**, **2008** and may change 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 six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, 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."

4030R1 4/06 ADJUSTABLE RATE RIDER (Assumable)

Page 1 of 4

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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

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Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Sixty-Five Hundredths

percentage point(s) 6.65000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on **July 1, 2046** (which is called the "Amortization Date") in substantially equal installments at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

Notwithstanding the 40-year amortization period used to calculate my monthly payments, I understand that I must pay all amounts that I owe under this Note in full on or before the Maturity Date, which is approximately 30 years from the date of this Note.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.1500 % or less than 9.1500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) from the rate of interest I have been paying for the preceeding 6 months.

My interest rate will never be greater than 15.1500%. My interest rate will never be less than 9.1500%.

#### (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 this notice.

4030R2 4/06 ADJUSTABLE RATE RIDER (Assumable)

Page 2 of 4

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

Section 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 the 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 breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

4030R3 4/06 ADJUSTABLE RATE RIDER (Assumable)

Page 3 of 4

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CFN # 106220604, OR BK 42334 PG 304, Page 21 of 24

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

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KURT	LAWSON	(Seal)	(Seal)
		-Borrower	-Borrower

(Seal) -Borrower

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(Seal) -Borrower

4030R4 4/06 ADJUSTABLE RATE RIDER (Assumable)

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Page 4 of 4

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### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this **16th** day of **June 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 **MORTGAGE LENDERS NETWORK USA, INC.** 

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

3600 21 STREET NW 407, FORT LAUDERDALE, FL 33311

#### [Property Address]

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

#### MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT MIN= 1002610-6200022266-3

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 Page 1 of 3
 Form 3140 1/01

 VMP Mortgage Solutions, Inc.
 (800)521-7291



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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.

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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 Dwners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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Page 2 of 3

CFN # 106220604, OR BK 42334 PG 307, Page 24 of 24

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

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KURT	LAWSON	-Borrower	(Seal) -Borrower
		(Seal) -Borrower	-Borrower
		(Seal) -Borrower	-Borrower
			(Seal) -Borrower

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Page 3 of 3

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Recording Requested By: OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE IDAHO FALLS, ID 83401

#### CORPORATE ASSIGNMENT OF MORTGAGE

Broward, Florida SELLER'S SERVICING #:8900012968 "LAWSON"

MIN #: 100261062000222663 SIS #: 1-888-679-6377

Assignor: Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Mortgage Lenders Network USA, Inc., its successors and/or assigns at PO BOX 2026 FLINT MI 48501, 1901 E VOORHEES ST, STE C, DANVILLE, IL 61834

Assignee: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX7 at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON RD, SUITE 100, WEST PALM BEACH, FL 33409

Executed By: KURT LAWSON To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR MORTGAGE LENDERS NETWORK USA, INC., DBA LENDERS NETWORK ITS SUCCESSORS AND/OR ASSIGNS

Date of Mortgage: 06/16/2006 Recorded: 07/03/2006 in Book/Reel/Liber: 42334 Page/Folio: 284 as Instrument No.: 106220604 In the County of Broward, State of Florida.

Property Address: 3600 21 STREET NW 407, FORT LAUDERDALE, FL 33311

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$84,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Mortgage Lenders Network USA, Inc., its successors and/or assigns On <u>JAN 2 7 2017</u>

By: Mun Atter

Samir Margetic, Assistant Secretary

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### CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF FLORIDA COUNTY OF PALM BEACH

On <u>JAN 2 7 2017</u>, before me, <u>Behow Montham</u>, a Notary Public in and for PALM BEACH in the State of FLORIDA, personally appeared Samir Margetic, Assistant Secretary, <u>personally known to me</u> (or 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 ner/their authorized capacity, and that by is ner/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,





(This area for notarial seal)

Prepared By: Samir Margetic, OCWENLOAN SERVICING, LLC 240 TECHNOLOGY DRIVE, IDAHO FALLS, ID 83401 800-746-2936 Recording Requested By: OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE IDAHO FALLS, ID 83401

#### **CORPORATE ASSIGNMENT OF MORTGAGE**

Broward, Florida SELLER'S SERVICING #:8900012968 "LAWSON"

Assignor: U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2006-EMX7, BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC at 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL 33409 Assignee: CADLES OF GRASSY MEADOWS II, L.L.C. at 100 N. CENTER STREET, NEWTON FALLS, OH 44444

Executed By: KURT LAWSON To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR MORTGAGE LENDERS NETWORK USA, INC., DBA LENDERS NETWORK ITS SUCCESSORS AND/OR ASSIGNS

Date of Mortgage: 06/16/2006 Recorded: 07/03/2006 in Book/Reel/Liber: 42334 Page/Folio: 284 as Instrument No.: 106220604 In the County of Broward, State of Florida.

Property Address: 3600 21 STREET NW 407, FORT LAUDERDALE, FL 33311

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$84,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

U.S. Bank National Association, as Trustee for Residential Asset Securities Corporation, Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2006-EMX7, BY ITS ATTORNEY IN FACT OCWEN LOAN SERVICING, LLC POA: 08/11/2014 in Book/Reel/Liber: 51003 Page/Folio: 1373 as Instrument No.: 112460427 On JAN 2 7 2017

Ulule au Bv:

Samir Margetic, Senior Servicing Operations Specialist

WITNESS Alwandre Anderson Alexandra Anderson

WITNESS an Taipland Farid Farohali

#### CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF FLORIDA COUNTY OF PALM BEACH

On <u>JAN 2 7 2017</u>, before me <u>Source</u>, <u>Hanning</u>, <u>Hanning</u>, a Notary Public in and for PALM BEACH in the State of FLORIDA, personally appeared Samir Margetic, Senior Servicing Operations Specialist, <u>personally known to</u> <u>me</u> (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) shere subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

am nHan Notary Expires 09/18/ 2020

Notary Public State of Florida Brittany M Harris My Commission GG 031112 Expires 09/18/2020 2

(This area for notarial seal)

Prepared By: Samir Margetic, OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE, IDAHO FALLS, ID 83401 800-746-2936

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CFN # 108148454, OR BK 45688 Page 1655, Page 1 of 2, Recorded 09/18/2008 at 06:39 AM, Broward County Commission, Deputy Clerk 2090



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This space is for recording purposes only

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

GENERAL JURISDICTION DIVISION CASE NO:

U.S. BANK NATIONAL ASSOCIATION PLAINTIFF

VS.

ANDRE BARRETT; UNKNOWN SPOUSE OF ANDRE BARRETT IF ANY; CARMEN BROWN-ROGERWITZ; UNKNOWN SPOUSE OF CARMEN BROWN-ROGERWITZ IF ANY; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR OTHER CLAIMANT; KURT LAWSON; SUNSET HILLS CONDOMINIUM ASSOCIATION, INC.; MORTGAGE ELECTRONIC **REGISTRATION SYSTEMS, INC.; JOHN DOE** AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION DEFENDANT(S)



#### NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:

2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying and being in BROWARD County, Florida, as set forth in the mortgage recorded in Official Records Book 42334, at Page 284, more particularly described as follows:

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CFN # 108148454, OR BK 45688 PG 1656, Page 2 of 2

CONDOMINIUM UNIT 407, BUILDING 3, SUNSET HILLS CONDOMINIUM I, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 8181, PAGE 35, AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this Uday of 2008.

ADAM F. GEORGE Law Offices of David J. Stern, P.A. Attorney for Plaintiff 900 South Pine Island Road SUITE 400 Plantation, FL 33324-3920 (954) 233-8000 Bar #: 635502

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CFN # 108823128, OR BK 46486 Page 546, Page 1 of 4, Recorded 08/28/2009 at 03:21 PM, Broward County Commission, Deputy Clerk 3370

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA GENERAL JURISDICTION DIVISION CASE NO: CACE 08042874 DIV. 18 U.S. BANK NATIONAL ASSOCIATION PLAINTIFF VS. VS. ANDRE BARRETT; UNKNOWN SPOUSE OF ANDRE BARRETT IF ANY; CARMEN BROWN-ROGERWITZ; UNKNOWN SPOUSE OF CARMEN BROWN-ROGERWITZ IF ANY; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR OTHER CLAIMANT; KURT LAWSON; SUNSET HILLS CONDOMINIUM ASSOCIATION, INC.; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; JOHN DOE AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION, DEFENDANT(S) IN X SN 66 CIRCUIT OF This space is for recording purposes only

#### SUMMARY FINAL JUDGMENT IN FORECLOSURE

THIS CAUSE having come to be heard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affidavits filed herein, and the Court being fully advised in the premises, it is hereby ORDERED:

-----

<ol> <li>The Plaintiff's Motion for Summary Final Judgment is GRANTED.</li> <li>There is due to the Plaintiff the following:</li> </ol>		
Principal due on the note secured by the Mortgage foreclosed:		\$83,590.65
Interest on the Note and Mortgage from MAY 1, 2008 to JULY 24, 2009		\$9,618.66
Per diem interest at \$20.95 from JULY 25, 2009 through AUGUST 25, 2009		\$670.40
Late Charges		\$362.77
Inspections Conducted on Property		\$142.50
Ad Valorem Taxes		\$4,082.03
Hazard Insurance Premiums		\$2,320.65
COSTS:		
Filing Fee		\$401.00
Service of Process		\$990.00
Abstracting		\$325.00
Service/Mail Required by Law		\$16.50
Title Update Charges		\$75.00
	SUBTOTAL	\$102,595.16



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U.S. BANK NATIONAL ASSOCIATION vs. ANDRE BARRETT, ET AL CASE NO: CACE 08042874 DIV. 18

Attorney's fees based upon 10 hours at \$150.00 per hour in the amount of:

TOTAL <u>\$104,095.16</u>

\$1,500.00

3. A lien is held by the Plaintiff whose address is C/O AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD., FT. MILL, SC 29715 for the total of the Final Judgment sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations 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. The lien encumbers the following described property in BROWARD County, Florida, to-wit: CONDOMINIUM UNIT 407, BUILDING 3, SUNSET HILLS CONDOMINIUM I, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 8181, PAGE 35, AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

- 4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
- 5. The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk out of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.

The Clerk of this Court shall sell the property described in Paragraph 3 at public sale at 11:00 a.m., on the day of <u>NOV</u>, 2009 to the highest and best bidder or bidders for cash at Room 385, 201 SE 6th Street, Fort Lauderdale, Florida, after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale unless the Plaintiff or it's representative is present to bid at the sale. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title.

- 7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff shall be increased by the amount of such advances without further order of the Court.
- 8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.
- 9. Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
- a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of



U.S. BANK NATIONAL ASSOCIATION vs. ANDRE BARRETT, ET AL CASE NO: CACE 08042874 DIV. 18

the State documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.

- b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.
- c. The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 9(a) and 9(b) shall be retained by the Clerk of this Court pending further order of this Court.
- 10. Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.
- 11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
- 12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforedescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue a Writ of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 3600 NW 21ST STREET, UNIT 407, LAUDERDALE LAKES, FL 33068.
- 13. In the event the Plaintiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
- 14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to <u>Florida Patient's Compensation Fund v. Rowe</u>, 472 So. 2d 1145 (Fla. 1985).
- 15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to **David J. Stern, P.A. Trust** Account.
- 16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original loan documents filed with the Court to counsel of record for Plaintiff.
- 17. If the subject property is a condominium unit, and purchaser takes title to the condominium unit as a result of this foreclosure action, purchaser shall be responsible to the association for any assessments it may be entitled to pursuant to Section 718.116, Fla. Stat.

#### NOTICE PURSUANT TO FLORIDA STATUTES § 45.031

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

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

## 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

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U.S. BANK NATIONAL ASSOCIATION vs. ANDRE BARRETT, ET AL CASE NO: CACE 08042874 DIV. 18

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 FOR BROWARD COUNTY, TELEPHONE NUMBER (954) 831-5745, 201 SE 6TH STREET, FT. LAUDERDALE, FL 33301, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

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 COAST TO COAST LEGAL AID OF SOUTH FLORIDA, INC., (954) 736-2400, 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 COAST TO COAST LEGAL AID OF SOUTH FLORIDA, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in open court at FT. LAUDERDALE, BROWARD County, Plorida, this 25TH day of AUGUST, 2009.

John T. Luzzo, Circuit Judge

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Copies furnished to:

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Υ.

LAW OFFICES OF DAVID J. STERN, P.A. 900 SOUTH PINE ISLAND ROAD, SUITE 400 PLANTATION, FL 33324-3920

ANDRE BARRETT 5580 SW 7TH PL. MARGATE, FL 33068

CARMEN BROWN-ROGERWITZ 5580 SW 7TH PL. MARGATE, FL 33068

KURT LAWSON 3601 TITANIC CIRCLE INDIATLANTIC, FL 32903

JENNINGS VALANCY, P.A. 311 SE 13TH STREET FT. LAUDERDALE, FL 33316 ATTORNEY FOR SUNSET HILLS CONDOMINIUM ASSOCIATION, INC.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O BRANDIE PEEPLES 3300 SW 34TH AVE., STE 101 OCALA, FL 34474

JOHN DOE N/K/A GUERTHER VERNON JANE DOE N/K/A ROSEMENE VEDIRNA 3600 NW 21ST STREET, UNIT 407 LAUDERDALE LAKES, FL 33068

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INSTR # 114153652 Page 1 of 1, Recorded 01/17/2017 at 04:35 PM Broward County Commission, Deputy Clerk ERECORD

Case Number: CACE-17-000919 Division: 21 Filing # 51012556 E-Filed 01/10/2017 05:55:04 PM

### IN THE CIRCUIT COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.:

SYMS, LLC, A Florida Limited Liability Company

Plaintiff,

vs.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE LENDERS NETWORK USA, INC., PARK LANE EQUITY LLC, A-1 FINANCIAL MORTGAGE SERVICES, INC., AND US BANK NATIONAL ASSOCIATION,

Defendant(s).

### **NOTICE OF LIS PENDENS**

**TO DEFENDANTS:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE LENDERS NETWORK USA, INC., PARK LANE EQUITY LLC, A-1 FINANCIAL MORTGAGE SERVICES, INC., AND US BANK NATIONAL ASSOCIATION, **AND ALL OTHERS WHOM IT MAY CONCERN:** 

**YOU ARE NOTIFIED** of the institution of this action by Plaintiff against you seeking to quiet title to the following property in Broward County, Florida:

Unit 407, Building 3, Sunset Hills Condominium, a Condominium according to the Declaration of Condominium recorded in Official Records Book 8181, Page(s) 35, and amendment thereto, of the Public Records of Broward County, Florida.

Address: 3600 NW 21 Street Unit 407, Lauderdale Lakes, FL 33311.

DATED on January 10, 2017

Nowack & Olson, PLLC 8551 W Sunrise Blvd. Suite 208 Plantation, Florida 33322 Telephone: 954-349-2265: Fax: 305-463-9113 Service by Email: <u>ecf@nowackolson.com</u> Counsel for Plaintiff

By: /s/ Evan S. Gusky Evan S. Gusky, Esq. Fla. Bar No. 116411 evan@nowackolson.com

# WARNING

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

SYMS LLC 8551 SUNRISE BLVD., SUITE #208 PLANTATION, FL 33322

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3600 NW 21 STREET #407, LAUDERDALE LAKES, FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

\* Estimated Amount due if paid by May 31, 2018 ......\$10,788.10

Or

\* Estimated Amount due if paid by June 19, 2018 .....\$10,924.15

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON June 20, 2018 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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SYMS LLC 3600 NW 21 STREET #407 LAUDERDALE LAKES, FL 33311

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3600 NW 21 STREET, #407, LAUDERDALE LAKES, FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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CITY OF LAUDERDALE LAKES 4300 NW 36 ST LAUDERDALE LAKES, FL 33319

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3600 NW 21 STREET #407, LAUDERDALE LAKES, FL 33311 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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NOWACK & OLSON, PLLC 8551 SUNRISE BLVD SUITE 208 PLANTATION, FL 33322

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

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MORTGAGE LENDERS NETWORK USA, INC. 213 COURT ST MIDDLETOWN, CT 06457

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# WARNING

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

MITCHELL J NOWACK, REGISTERED AGENT O/B/O SYMS, LLC 8551 SUNRISE BLVD., SUITE 208 PLANTATION, FL 33322

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

\* Estimated Amount due if paid by May 31, 2018 ......\$10,788.10

Or

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CADLES OF WEST VIRGINIA LLC 100 NORTH CENTER STREET NEWTON FALLS, OH 44444

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U.S. BANK NATIONAL ASSOCIATION ADAM F GEORGE LAW OFFICES OF DAVID J. STERN, P.A. 900 SOUTH PINE ISLAND ROAD, SUITE 400 PLANTATION, FL 33324-3920

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 3600 NW 21 STREET #407, LAUDERDALE LAKES, FL 33325 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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U.S. BANK NATIONAL ASSOCIATION C/O AMERICA'S SERVICING COMPANY 3476 STATEVIEW BLVD FT MILL, SC 29715

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SYMS, LLC EVAN S GUSKY, ESQ. NOWACK & OLSEN, PLLC 8551 W. SUNRISE BLVD SUITE 208 PLANTATION, FL 33322

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ROYAL POINT CONDOMINIUM ASSOCIATION, INC. 3710 NW 21ST STREET SUITE 101 LAUDERDALE LAKES, FL 33311

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MILBERG KLEIN PL, REGISTERED AGENT O/B/O ROYAL POINT CONDOMINIUM ASSOCIATION, INC 5550 GLADES RD., SUITE 500 BOCA RATON, FL 33431

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OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE IDAHO FALLS, ID 853401

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U.S. BANK NATL ASSOC., AS TTEE FOR RESIDENTIAL ASSET SECURITIES, CORP., HOME EQUITY MTGE. ASSET-BACKED PASS-THROUGH CERTIFICATES S SERIES 2006-EMX7 C/O OWEN LOAN SERVICING, LLC 1661 WORTHINGTON RD., SUITE 100 WEST PALM BEACH, FL 33409

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SUNSET HILLS CONDOMINIUM ASSOCIATION, INC C/O JENNINGS VALANCY, P.A. 311 SE 13TH STREET FT LAUDERDALE, FL 33316

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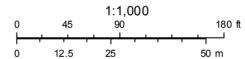
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## \*\*Please see map disclaimer



March 30, 2018



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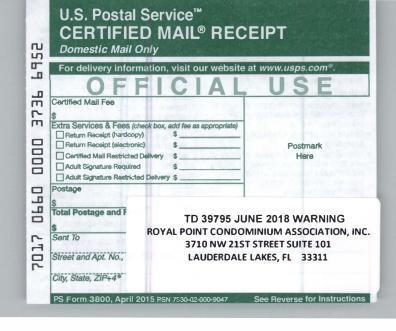
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<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailplece, or on the front if space permits.</li> </ul>	A. Signature
1. Article Addressed to: TD 39795 JUNE 2018 WARNING MILBERG KLEIN PL, REGISTERED AGENT O/B/O ROYAL POINT CONDO ASSOC., INC. 5550 GLADES RD, SUITE 500 BOCA RATON, FL 33431	D. Is delivery address different from item 1? If YES, enter delivery address below: No
9590 9402 3578 7305 3590 05 2. Article Number (Transfer from service labo) 7017 0660 0000 3736 6969	3. Service Type       □ Priority Mail Express®         □ Adult Signature       □ Registered Mall™         □ Adult Signature Restricted Delivery       □ Registered Mall™         □ Adult Signature Restricted Delivery       □ Registered Mall™         □ Certified Mail®       □ Return Receipt for Merchandise         □ Collect on Delivery       □ Signature Confirmation™         □ Collect on Delivery       □ Signature Confirmation™         □ Mail       □ Signature Confirmation™         □ Keit Restricted Delivery       □ Restricted Delivery
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<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Attach Addressed to:</li> <li>TD 39795 JUNE 2018 WARNING OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE IDAHO FALLS, ID 853401</li> </ul>	A. Signature X Addressee B. Received by (Printed Name) C. Date of Delivery C. Date of Del
9590 9402 3578 7305 3589 92 Article Number (Transfer from service label) 7017 0660 0000 3736 6978 PS Form 3811, July 2015 PSN 7530-02-000-9053	3. Service Type       □ Priority Mail Express®         □ Adult Signature       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail Restricted Delivery         □ Certified Mail Restricted Delivery       □ Return Receipt for Merchandise         □ Collect on Delivery       □ Signature Confirmation™         □ Insured Mail       □ Signature Confirmation™         □ Insured Mail       □ Petred Delivery         □ Delivery       □ Signature Confirmation™         □ Insured Mail       □ Signature Confirmation™         □ Delivery       □ Delivery         □ Delivery       □ Signature Confirmation™         □ Insured Mail       □ Signature Confirmation™         □ Delivery       □ Delivery



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TD 39795 JU№E 2018 WARNING SYMS, LLC, EVAN S. GUSKY, ESQ. NOWACK & OLSON, PLLC 8551 W SUNRISE BLVO. SUITE 208 PLANTATION, FL 33322	If YES, enter delivery address below: INO
9590 9402 3578 7305 3577 28 2. Article Number (Transfer from service label) 7017 0660 0000 3736 6945	3. Service Type       Priority Mail Express®         Adult Signature       Registered Mail™         Adult Signature Restricted Delivery       Registered Mail™         Certified Mail®       Restricted Delivery         Collect on Delivery       Return Receipt for Merchandise         Collect on Delivery       Signature Confirmation™         Insured Mail       Signature Confirmation         Mail       Restricted Delivery
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<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailplece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>TD 39795 JUNE 2018 WARNING CADLES OF WEST VIRGINIA LLC 100 NORTH CENTER STREET NEWTON FALLS, OH 44444</li> </ul>	A. Signature X May Andrew Carlow Agent B. Received by (Printed Name) Addressee B. Received by (Printed Name) C. Date of Delivery MAYAMAANIK 5-11-18 D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
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9590 9402 3578 7305 3589 61         2. Article Number (Transfer from service label)         7017 0660 0000 3736 7003	3. Service Type       □ Priority Mail Express®         Adult Signature       □ Registered Mail™         Adult Signature Restricted Delivery       □ Registered Mail™         □ Certified Mail®       □ Registered Mail Restricted Delivery         □ Certified Mail       □ Registered Mail Restricted Delivery         □ Collect on Delivery Restricted Delivery       □ Return Receipt for Merchandise         □ Collect on Delivery Restricted Delivery       □ Signature Confirmation ™         □ Insured Mail       □ Signature Confirmation ™         □ Mail       □ Signature Confirmation ™         □ 00)       □ Restricted Delivery
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1 Article Addressed TD 39785 JUNE 2018 WARNING JUDITH O'GRADY SCOLMSTEAD DR UNIT B4 TITUSVILLE, FL 32780-5810	
9590 9402 3578 7305 3602 16 2. Article Number (Transfer from service label) 201.7 0660 0000 3736 324	3. Service Type       □ Priority Mall Express®         □ Adult Signature Restricted Delivery       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail™         □ Certified Mail®       □ Reverse and the stricted Delivery         □ Collect on Delivery       □ Retricted Delivery         □ Collect on Delivery       □ Signature Confirmation™         □ ail Restricted Delivery       □ Signature Confirmation™
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