

# TitleExpress®

A service of Grant Street Group

339 Sixth Ave, Suite 1400

Pittsburgh, PA 15222

Web: [www.grantstreet.com](http://www.grantstreet.com)

E-mail: [TitleExpress@grantstreet.com](mailto:TitleExpress@grantstreet.com)

Phone: (412) 391-5555

At the request of the County Tax Collector for Broward County, FL, a search has been made of the Public Records for the following described property:

Parcel ID	Alt. Key	Property Address
4941 10 BC 0110	207010	1891 SW 81 AVENUE #111 NORTH LAUDERDALE 33068

### Legal Description

Condominium Apartment 111 of THE GARDENS OF BURNHAM WOODS CONDOMINIUM, a condominium according to the Declaration of Condominium thereof, as recorded October 23, 1979 in O.R. Book 8515, page 639, of the Public Records of Broward County, Florida, together with all the appurtenances thereto, according to said Declaration of Condominium.

## Other Parcel Info

Certificate #	Assessed Value	Homestead?	Mobile Home?	Bankruptcy?
2015 - 5711	\$102,310	No	No	No

**Owner of Record on Current Tax Roll**  
BETTY VAN SCHAIK EST RONALD ELBLING

### Billing Name & Address

1891 SW 81 AVE UNIT 111  
NORTH LAUDERDALE FL 33068

# PROPERTY INFORMATION REPORT

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This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report 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 is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

**Report Date:** 11/28/2022      **Search covers**    **20 years**      **through:** 11/21/2022

*Kinsey Ram*  
Title Examiner

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**General Examiner Comments:**

**APPARENT TITLE HOLDER****Name & Address of Record**

ESTATE OF BETTY VAN SCHAIK, DECEASED  
 AND RONALD ELBLING  
 1891 SOUTHWEST 81ST AVENUE, APARTMENT  
 111  
 NORTH LAUDERDALE FL 33068

**Document**

Quit Claim Deed  
 Bk:41968 Pg:1379

**Examiner Comments**

Deed reserves a Life Estate.

**Related Documents (for Reference)**

Warranty Deed  
 Bk:30570 Pg:828

Death Certificate  
 Bk:46105 Pg:837

Death Certificate  
 Bk:51222 Pg:813

**MORTGAGE HOLDER****Name & Address of Record**

INDYMAC FEDERAL BANK FSB  
 2900 ESPERANZA CROSSING  
 AUSTIN TX 78759

**Document**

Assignment of  
 Mortgage  
 Bk:46541 Pg:1935

**Examiner Comments**

No Sunbiz record found.

**Related Documents (for Reference)**

Mortgage  
 Bk:40604 Pg:937

**LIEN HOLDER****Name & Address of Record**

GARDENS OF BURNHAM WOODS  
 CONDOMINIUM ASSOCIATION, INC.  
 C/O PHOENIX MANAGEMENT SERVICES, INC.  
 4800 N. STATE RD. 7, SUITE E105  
 LAUDERDALE LAKES FL 33319

**Document**

Lien  
 Inst:114450955

**Examiner Comments**

Name & Address of Record	Document	Examiner Comments
GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC. MICHELLE MONTEKIO, ESQ. TUCKER & TIGHE, P.A. 800 EAST BROWARD BOULEVARD SUITE 710 - CUMBERLAND BLDG FORT LAUDERDALE FL 33301	Lis Pendens Inst:114610303	
GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.	Final Judgment of Foreclosure Inst:116382774	No address found on document. Cancellation of Sale filed on 04/28/2020.
GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC. 4800 N. STATE ROAD 7 105 LAUDERDALE LAKES FL 33319	Sunbiz	Declaration in 8515-639.
THE FRYDMAN LAW GROUP, PLLC, REGISTERED AGENT, O/B/O GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC. 9825 MARINA BLVD. 100 BOCA RATON FL 33428	Sunbiz	

**Related Documents (for Reference)**

None found.

**OTHER PARTIES**

Name & Address of Record	Document	Examiner Comments
ROBERT VAN SCHAIK 2005 THORN CREST DRIVE WAXHAW NC 28173		Per Death Certificate in 51222-813.

**Related Documents (for Reference)**

None found.

## OTHER DOCUMENTS

### File Name

40430PA.pdf



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

CERTIFICATE OF MAILING NOTICES

Tax Deed #40430

STATE OF FLORIDA  
COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of February 2023, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

ELBLING, RONALD 1891 N LAUDERDALE AVE APT 111 NORTH LAUDERDALE, FL 33068-4225	VAN SCHAIK, BETTY EST 1889 N LAUDERDALE AVE UNIT 111 NORTH LAUDERDALE, FL 33068	INDYMAC FEDERAL BANK FSB 2900 ESPERANZA CROSSING AUSTIN, TX 78759	GARDENS OF BURNHAM WOODS CONDO ASSOCIATION, INC. 4800 N. STATE ROAD 7 105 LAUDERDALE LAKES, FL 33319
GARDENS OF BURNHAM WOODS CONDO ASSOC, INC. C/O PHOENIX MGMT SVCS, INC. 4800 N. STATE RD. 7, SUITE E105 LAUDERDALE LAKES, FL 33319	GARDENS OF BURNHAM WOODS CONDO ASSOC, INC. MICHELLE MONTEKIO, ESQ. TUCKER & TIGHE, P.A. 800 E BROWARD BLVD SUITE 710 CUMBERLAND BLDG FORT LAUDERDALE, FL 33301	INDYMAC BANK C/O DOCUMENT MANAGEMENT 3465 E FOOTHILL BLVD PASADENA, CA 91107-6071	MAY CHA INDYMAC BANK 7667 FOLSOM BLVD STE 101 SACRAMENTO, CA 95826-2639
RICHARD GOLDSTON ESQ RICHARD GOLDSTONE PA 2717 WEST CYPRESS CREEK ROAD SUITE 800 FORT LAUDERDALE, FL 33309	TUCKER AND TIGHE PA 800 E BROWARD BLVD STE 710 FT LAUDERDALE, FL 33301- 2085	CITY OF NORTH LAUDERDALE 701 SW 71ST AVE NORTH LAUDERDALE, FL 33068-2309	THE FRYDMAN LAW GROUP, PLLC, REG AGENT, O/B/O GARDENS OF BURNHAM WOODS CONDO ASSOC, INC. 9825 MARINA BLVD. 100 BOCA RATON, FL 33428
ROBERT VAN SCHAIK 2005 THORN CREST DRIVE WAXHAW, NC 28173	ESTATE OF BETTY VAN SCHAIK, DECEASED AND RONALD ELBLING 1891 SW 81ST AVE, APT 111 NORTH LAUDERDALE, FL 33068		

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

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

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

SEAL

Monica Cepero  
COUNTY ADMINISTRATOR  
Finance and Administrative Services Department  
Records, Taxes, & Treasury Division

By \_\_\_\_\_  
Deputy Misty Del Hierro

3

# Broward County, Florida

## RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 40430

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: 494110-BC-0110  
Certificate Number: 5711  
Date of Issuance: 06/01/2015  
Certificate Holder: HMF FL J LLC TESCO CUSTODIAN  
Description of Property: THE GARDENS OF BURNHAM WOODS  
CONDO  
UNIT 111  
PER CDO BK/PG: 8515/639

Name in which assessed: VAN SCHAIK,BETTY EST ELBLING,RONALD  
Legal Titleholders: VAN SCHAIK,BETTY EST  
ELBLING,RONALD  
1891 SW 81 AVE UNIT 111  
NORTH LAUDERDALE, FL 33068

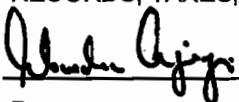
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of March, 2023. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 1st day of December, 2022.

Monica Cepero  
County Administrator  
RECORDS, TAXES, AND TREASURY DIVISION

  
\_\_\_\_\_

By:  
Abiodun Ajayi  
Deputy



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

Publish: DAILY BUSINESS REVIEW  
Issues: 02/09/2023, 02/16/2023, 02/23/2023 & 03/02/2023  
Minimum Bid: 18584.63



# Broward County, Florida

## RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 40430

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: 494110-BC-0110

Certificate Number: 5711

Date of Issuance: 06/01/2015

Certificate Holder: HMF FL J LLC TESCO CUSTODIAN

Description of Property: THE GARDENS OF BURNHAM WOODS  
CONDO  
UNIT 111  
PER CDO BK/PG: 8515/639

Condominium Apartment 111 of THE GARDENS OF BURNHAM WOODS CONDOMINIUM, a condominium according to the Declaration of Condominium thereof, as recorded October 23, 1979 in O.R. Book 8515, page 639, of the Public Records of Broward County, Florida, together with all the appurtenances thereto, according to said Declaration of Condominium.

Name in which assessed: VAN SCHAIK,BETTY EST ELBLING,RONALD

Legal Titleholders: VAN SCHAIK,BETTY EST  
ELBLING,RONALD  
1891 SW 81 AVE UNIT 111  
NORTH LAUDERDALE, FL 33068

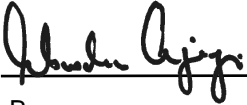
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of March, 2023. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 5th day of December, 2022.

Monica Cepero  
County Administrator  
RECORDS, TAXES, AND TREASURY DIVISION



By:

Abiodun Ajayi  
Deputy

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

Publish: DAILY BUSINESS REVIEW

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

Minimum Bid: 18971.63

**BROWARD**

STATE OF FLORIDA  
COUNTY OF BROWARD:

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

40430  
NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER: 5711

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

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

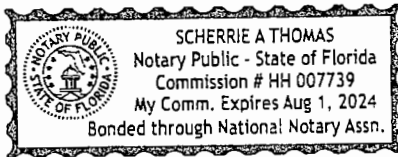
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Barbara Jean Cooper*

Sworn to and subscribed before me this  
2 day of MARCH, A.D. 2023

*Scherrie A Thomas*

(SEAL)  
BARBARA JEAN COOPER personally known to me



**Broward County, Florida  
RECORDS, TAXES & TREASURY  
DIVISION/TAX DEED SECTION  
NOTICE OF APPLICATION FOR  
TAX DEED NUMBER 40430**

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: 494110-BC-0110  
Certificate Number: 5711  
Date of Issuance: 06/01/2015  
Certificate Holder:  
HMF FL J LLC TESCO CUSTODIAN  
Description of Property:  
THE GARDENS OF BURNHAM  
WOODS CONDO  
UNIT 111  
PER CDO BK/PG: 8515/639  
Condominium Apartment 111  
of THE GARDENS OF BURNHAM  
WOODS CONDOMINIUM,  
a condominium according to  
the Declaration of Condominium  
thereof, as recorded October  
23, 1979 in O.R. Book  
8515, page 639, of the Public  
Records of Broward County,  
Florida, together with all the appurtenances thereto, according  
to said Declaration of Condominium.

Name in which assessed:  
VAN SCHAIK, BETTY EST ELBLING,  
RONALD

Legal Titleholders:  
VAN SCHAIK, BETTY EST  
ELBLING, RONALD  
1891-SW 81 AVE UNIT 111  
NORTH LAUDERDALE, FL 33068

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of March, 2023. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net

\*Pre-registration is required to bid.  
Dated this 5th day of December, 2022.

Monica Cepero  
County Administrator  
RECORDS, TAXES, AND  
TREASURY DIVISION

(Seal)  
By: Abiodun Ajayi  
Deputy

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

Minimum Bid: 18971.63  
401-314

2/9-16-23 3/2 23-03/0000643912B

**BROWARD COUNTY SHERIFF'S OFFICE**

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23004109

Broward County, FL VS Betty Van Schaik Est and/or Ronald Elbling

**RETURN OF SERVICE**



Court Case # TD 40430

Hearing Date:03/15/2023

Received by CCN 9032

02/02/2023 7:49 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: **Betty Van Schaik Est and/or Ronald Elbling 1891 SW 81 Avenue #111 North Lauderdale FL 33068**

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section  
115 S. Andrews Ave.  
Room A-100  
Fort Lauderdale FL 33301

Date: 02/02/2023 Time: 10:07 AM

On Betty Van Schaik Est and/or Ronald Elbling in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

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

**COMMENTS:** Posted Tax Notice

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

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

By: *V. Barnhouse*

D.S.

V. Barnhouse, #9032

RECEIPT INFORMATION	
Receipt #	
Check #	
Service Fee	\$0.00
On Account	\$0.00
Quantity	
Original	1
Services	1

EXECUTION COSTS

DEMAND/LEVY INFORMATION	
Judgment Date	n/a
Judgment Amount	\$0.00
Current Interest Rate	0.00%
Interest Amount	\$0.00
Liquidation Fee	\$0.00
Sheriff's Fees	\$0.00
Sheriff's Cost	\$0.00
Total Amount	\$0.00

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION  
PROPERTY ID # 494110-BC-0110 (TD #40430)

RECEIVED SHERIFF  
2023 FEB -1 AM 11:31  
BROWARD COUNTY, FLORIDA

# WARNING

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

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

NOTE

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 February 28, 2023 .....\$7,177.11
- Or
- \* Amount due if paid by March 14, 2023 .....\$7,227.11

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON March 15, 2023 UNLESS THE BACK TAXES ARE PAID.

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

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

**PLEASE SERVE THIS ADDRESS OR LOCATION**

VAN SCHAIK, BETTY EST AND/OR  
ELBLING, RONALD  
1891 SW 81 AVE APT 111  
NORTH LAUDERDALE, FL 33068-4225

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

**This instrument prepared by,  
& please record & return to:**  
Richard Goldstone, Esq.  
RICHARD GOLDSTONE, P.A.  
2717 West Cypress Creek Road, Suite 800  
Fort Lauderdale, FL 33309

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**QUIT-CLAIM DEED**

**THIS QUIT-CLAIM DEED**, Executed this    day of April, A.D. 2006, by **JACK BERNSTEIN, a single man**, of Broward County, Florida, first party, Grantor, to **JACK BERNSTEIN, a single man, as life tenant, with remainder to BETTY VAN SCHAIK, a single woman, and RONALD ELBLING, a married man**, whose post office addresses are c/o 1891 Southwest 81<sup>st</sup> Avenue, Apartment 111, North Lauderdale, Broward County, Florida 33068, second party, Grantees:

**WITNESSETH**, That the said first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida:

**Condominium Apartment 111 of THE GARDENS OF BURNHAM WOODS CONDOMINIUM, a condominium according to the Declaration of Condominium thereof, as recorded October 23, 1979 in O.R. Book 8515, page 639, of the Public Records of Broward County, Florida, together with all the appurtenances thereto, according to said Declaration of Condominium.**

Real Property Tax Identification Number: 19110-BC-01100

**Subject to:** Easements and restrictions of the plat or common to the subdivision; the Declaration of Condominium above described, including all exhibits and amendments thereto; zoning and any other governmental restrictions; and real property taxes for the year of conveyance and subsequent years.

**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 the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

②

The Real Property above described continues to be the Homestead of the Grantor.

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

Signed, sealed and delivered in the presence of:

Richard Goldstone  
Richard Goldstone

Jenny Kay  
Jenny Kay

JACK BERNSTEIN  
**JACK BERNSTEIN, a single man**  
1891 Southwest 81<sup>st</sup> Avenue, Apartment 111  
North Lauderdale, FL 33068

STATE OF FLORIDA     }  
  ss.:  
COUNTY OF BROWARD }

THE FOREGOING INSTRUMENT was acknowledged before me this 11 day of April, 2006, by **JACK BERNSTEIN, a single man**, who is personally known to me, and who did take an oath and acknowledged that he is the person who executed the foregoing **Quit-Claim Deed**.

Richard Goldstone  
Signature of Notary Public

Richard Goldstone  
Printed name of Notary Public

(SEAL) NOTARY PUBLIC-STATE OF FLORIDA  
Richard Goldstone  
Commission # DD501395  
Expires: DEC. 21, 2009  
Bonded Thru Atlantic Bonding Co., Inc.



INSTR # 100323460  
 OR BK 30570 PG 0828  
 RECORDED 06/09/2000 09:50 AM  
 COMMISSION  
 BROWARD COUNTY  
 DOC STAMP-D 273.00  
 DEPUTY CLERK 2020

This instrument prepared by  
 & please record & return to:

Richard Goldstone, Esq.  
 RICHARD GOLDSTONE, P.A.  
 2400 West Cypress Creek Road, Suite 100  
 Fort Lauderdale, FL 33309

**WARRANTY DEED**  
 (STATUTORY FORM-SECTION 689.02 F.S.)

This Indenture, made this 26 day of May, 2000, Paul C. Engle and Christine Engle, husband and wife, of the County of Broward, State of Florida, grantors', and Jack Bernstein, a single man, whose post office address is 1891 Southwest 81<sup>st</sup> Avenue, Unit 111, North Lauderdale, Broward County, Florida 33068, grantee,

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

Condominium Apartment 111, of THE GARDENS OF BURNHAM WOODS, a Condominium, according to the Declaration thereof, recorded in Official Records Book 8515, at Page 639, of the Public Records of Broward County, Florida.

**SUBJECT TO:** The Declaration of Condominium above described, including all exhibits and amendments thereto; easements and restrictions of the plat or common to the subdivision; zoning and any other governmental restrictions; and real property taxes for the year of conveyance and subsequent years.

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

Property Tax Identification Number: 19110-BC-01100

In Witness Whereof, Grantors' have hereunto set grantors hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Richard Goldstone  
Richard Goldstone

[Signature]  
Rachel Alqutzar

Paul G. Engle  
PAUL G. ENGLE  
16326 Southwest 7<sup>th</sup> Street  
Pembroke Pines, Florida 33027

Richard Goldstone  
Richard Goldstone

[Signature]  
Rachel Alqutzar

Christine Engle  
CHRISTINE ENGLE  
16326 Southwest 7<sup>th</sup> Street  
Pembroke Pines, Florida 33027

STATE OF FLORIDA    }  
                                  ss.:  
COUNTY OF BROWARD }

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of May, 2000, by Paul G. Engle and Christine Engle, who produced identification in the form of an Florida Drivers Licenses, which were examined by me, and who did take oaths and acknowledged that they are the persons who executed the foregoing Warranty Deed.

Richard Goldstone  
Signature of Notary Public

(SEAL)



Richard Goldstone  
MY COMMISSION # CC696235 EXPIRES:  
November 18, 2001  
BONDED THROUGH TROY FARM INSURANCE, INC.

Richard Goldstone  
Printed name of Notary Public



CERTIFICATE OF APPROVAL

of

THE GARDENS OF BURNHAM WOODS CONDO.

THIS IS TO CERTIFY that the above named has been approved by THE GARDENS OF BURNHAM Woods Condominium Association, Inc., as the purchaser of the following described property in Broward County: Unit No. 111 of THE GARDENS OF BURNHAM Woods Condominium, a condominium according to the Declaration of Condominium recorded in Official Record Book 8515 Page 639 of the Public Records of Broward County, Florida. Said approval has been given pursuant to the provisions of the Declaration of Condominium of said condominium.

Dated this April 12, 2000

By Betty Van Schaik  
BETTY VAN SCHAIK  
By Ancil Husain  
ANCIL HUSAIN

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared BETTY VAN SCHAIK and ANCIL HUSAIN known to me to be the persons who say that they are the PRESIDENT and the VICE PRESIDENT respectively of THE GARDENS OF BURNHAM WOODS, a corporation not for profit under the laws of the State of Florida, and that the statements contained in said certificate are true; and each of them acknowledges the execution thereof.  
SWORN AND SUBSCRIBED before me this April 12, 2000  
Fort Lauderdale, Florida.

Millicent Sutoff  
Notary Public  
State of Florida at large

My Commission Expires:



25

# ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S. §695.26

FOR VALUE RECEIVED, on or before March 11, 2009, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR INSYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK**, ("Assignor") whose address is \_\_\_\_\_ assigned, transferred and conveyed to: **INDYMAC FEDERAL BANK FSB**, ("Assignee") whose address is 2900 Esperanza Crossing, , Austin, TX 78759, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated September 21, 2005 and recorded September 28, 2005 in Official Records Book 40604 at Page 937 of the public records of BROWARD County, Florida, encumbering the following-described real property:

**CONDOMINIUM APARTMENT 111 OF THE GARDENS OF BURNHAM WOODS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED OCTOBER 23, 1979 IN O.R. BOOK R515, PAGE 639, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THE APPURTENANCES THERETO, ACCORDING TO SAID DECLARATION OF CONDOMINIUM**

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on

Aug 31, 2009.

MORTGAGOR: JACK BERNSTEIN, A SINGLE MAN

Witness  
Typed Name Troy Lazzara  
  
Witness  
Typed Name Jonathan Goulish

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR INSYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

By: [Signature]  
Typed Name: Chamagne Williams  
Title: Authorized Signatory

Attest: [Signature]  
Typed Name: Suchan Murray  
Title: Authorized Signatory  
(Affix Corporate Seal)

STATE OF Texas  
COUNTY OF Travis

BEFORE ME, the undersigned, personally appeared Chamagne Williams and Suchan Murray as Authorized Signatory and Authorized Signatory respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR INSYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK** this 31 day of Aug 2009.

[Signature]  
Notary Public:  
My commission expires:



Recording requested by, prepared by and return to:  
Ralph McGrady  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
F09029806-ONEWEST BANK, FSB-

FILE\_NUMBER: F09029806

DOC\_ID: M001100

**\*F09029806\***

**\*M001100\***

Prepared by or under the supervision of:  
May Cha

[Name of Natural Person]  
7667 Folsom Boulevard, Suite 101

[Street Address]  
Sacramento, CA 95826

[City, State Zip Code]

After recording please return to:  
IndyMac Bank, F.S.B. c/o Document  
Management  
[Company Name]

[Name of Natural Person]  
3465 E. Foothill Blvd.

[Street Address]  
Pasadena, CA 91107

[City, State Zip Code]

[Space Above This Line For Recording Date]

## MORTGAGE

MIN: 100055401219314640

### 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 September 21, 2005, together with all Riders to this document.
- (B) "Borrower" is Jack Bernstein, a single man

Borrower is the mortgagor under this Security Instrument.

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

Loan No: 121931464

Florida Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
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**LEGAL DESCRIPTION**

Unit No. 111 of THE GARDENS OF BURNHAM WOODS, a Condominium, according to The Declaration of Condominium recorded in O. R. Book 8515, Page 639, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

(D) "Lender" is IndyMac Bank, F.S.B., a federally chartered savings bank

Lender is a Federal Savings Bank organized and existing under the laws of United States of America Lender's address is 155 North Lake Avenue, Pasadena, CA 91101

(E) "Note" means the promissory note signed by Borrower and dated September 21, 2005. The Note states that Borrower owes Lender eighty one thousand nine hundred and NO/100ths Dollars (U.S. \$ 81,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2035.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Revocable Trust Rider
- Second Home Rider
- Biweekly Payment Rider

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

County of Broward  
[Type of Recording Jurisdiction], [Name of Recording Jurisdiction]

which has a legal description of:

Legal description attached hereto and made a part hereof.

which currently has the address of

1891 SW 81st Ave Unit 111  
[Street]  
N. Lauderdale, Florida 33068  
[City] [Zip Code]  
("Property Address"):

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

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

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under

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RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

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

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

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

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

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

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

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

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acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

Signed, sealed and delivered in the presence of:

Witnesses:

*[Handwritten Signature]*

*[Handwritten Signature]*  
\_\_\_\_\_  
Jack Bernstein

(Seal)

-Borrower

[Printed, Typewritten, or Stamped Name]

*MUSTOMHA ASHA GAWA*  
\_\_\_\_\_  
Printed, Typewritten, or Stamped Name:

Post-Office Address: 1891 SW 81st Ave Unit 111, N.  
Lauderdale, FL 33068

*[Handwritten Signature]*

(Seal)

-Borrower

[Printed, Typewritten, or Stamped Name]

*Richard T. Carman*

Printed, Typewritten, or Stamped Name:

Post-Office Address:

(Seal)

-Borrower

[Printed, Typewritten, or Stamped Name]

Post-Office Address:

(Seal)

-Borrower

[Printed, Typewritten, or Stamped Name]

Post-Office Address:

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State of FLORIDA  
County of BROWARD

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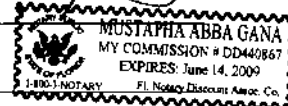
The foregoing instrument was acknowledged before me this  
[date] by Jack Bernstein

who is personally known to me or who has produced  
[type of identification] as identification.

FL DR. License *[name of person acknowledging]*

*[Signature]*  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name Typed, Printed or Stamped



\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of September, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **IndyMac Bank, F.S.B., a federally chartered savings bank** (the "Lender")

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

1891 SW 81st Ave Unit 111, N. Lauderdale, FL 33068  
*[Property Address]*

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

**Burnham Woods**

*[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 or 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

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MIN: 100055401219314640

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

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

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

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

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for 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.

\_\_\_\_\_  
[Signatures on Following Page]

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

*Jack Bernstein* (Seal) \_\_\_\_\_ (Seal)  
Jack Bernstein -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

*[Sign Original Only]*

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**ADJUSTABLE RATE RIDER**  
( MULTISTATE 12MAT Payment and Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of September, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to IndyMac Bank, F.S.B., a federally chartered savings bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1891 SW 81st Ave Unit 111, N. Lauderdale, FL 33068  
[Property Address]

**THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THE NOTE.**

**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**

I will make all payments under this Note in the form of cash, check or money order.

**2. INTEREST**

**(A) Interest Rate**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 1.000%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the first day of November, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date.

**(C) Interest Rate Limit**

My interest rate will never be greater than 9.950 %.

**(D) Index**

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the monthly yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rate (H.15)" ("the Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of 15 days before each Interest Rate Change Date is called the "Current Index".

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

**(E) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding three and 450/1000ths percentage point(s) (3.450)% to the Current Index. Subject to the limit stated in Section 2(C) above, the result of this addition will be my new interest rate until the next Interest Rate Change Date.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on November 1, 2005. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on October 1, 2035, I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at IndyMac Bank, F.S.B., P.O. Box 78826, Phoenix, AZ 85062-8826 or at a different place if required by the Note Holder.

Loan No: 121931464

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ 263.42

This amount may change.

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the first day of November, 2006, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Monthly Payment Changes**

Before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the Maturity Date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new monthly payment will be in the amount of the Full Payment, except that my new monthly payment will be limited to an amount that will not be more than 7.5% greater or less than the amount of my last monthly payment due before the Payment Change Date.

**(E) Additions to My Unpaid Principal**

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder also will add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid principal can never exceed a maximum amount equal to one hundred TEN AND NO/100THS percent ( 110.000 %) of the principal amount I originally borrowed. Because of my paying only limited monthly payments, the addition of unpaid interest to my unpaid principal under Section 3(E) above could cause my unpaid principal to exceed that maximum amount when interest rates increase. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be sufficient to repay my then unpaid principal in full on the Maturity Date in substantially equal installments at the interest rate effective during the preceding month.

Initials:



Loan No: 121931464

**(G) Required Full Payment**

On the 5th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I also will begin paying the Full Payment as my monthly payment on the final Payment Change Date.

**4. NOTICE OF CHANGES**

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

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

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 title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in it 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 federal law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

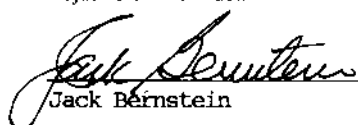
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements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

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



Loan No: 121931464

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

 _____ Jack Bernstein	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

4

PREPARED BY AND RETURN TO:  
Tucker & Tighe, P.A.  
800 E. Broward Blvd., Suite 710  
Ft. Lauderdale, FL 33301  
(954) 467-7744

CLAIM OF LIEN

STATE OF FLORIDA :  
:  
COUNTY OF BROWARD :

BEFORE ME, the undersigned authority, personally appeared this day by MICHELLE MONTEKIO, ESQ., TUCKER & TIGHE, P.A., who, upon being first duly sworn, says: they are the Attorney for the lienor herein, GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC., whose address is c/o PHOENIX MANAGEMENT SERVICES, INC., 4800 N. State Rd. 7, Suite E105, Lauderdale Lakes, FL 33319, and as provided by Fla. Stat. §718.116, and the Declaration of Condominium for GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC., the Association asserts and holds a lien on the following described real property:

CONDOMINIUM APARTMENT 111 OF THE GARDENS OF BURNHAM WOODS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 8515, PAGE 639, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL THE APPURTENANCES THERETO, ACCORDING TO SAID DECLARATION OF CONDOMINIUM.

said property being owned by JACK BERNSTEIN, BETTY VAN SCHAIK and RONALD ELBLING, and further states that the lien is for the following amounts:

Past due maintenance & penalties (02/14-06/17):	\$ 9,439.60
Attorney's fees:	\$ 1,095.00
Title search & postage costs:	\$ 239.88
Recording costs:	\$ 20.00
Lien release fee:	\$ 75.00
<b>Total Due:</b>	<b>\$10,869.48</b>

plus, if applicable, continuing regular assessments and special assessments, special assessments coming due during the duration of this lien, late charges, administrative collection fees, interest, costs and attorneys' fees until paid in full. Regular assessments (\$262) are due on the first of each month. A late fee and/or interest, as authorized by the Declaration, maybe charged to delinquent accounts.

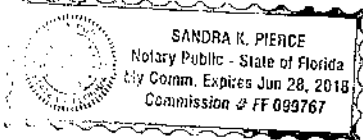
GARDENS OF BURNHAM WOODS  
CONDOMINIUM ASSOCIATION, INC.

By: *Michelle Montekio*  
MICHELLE MONTEKIO, ESQ.  
TUCKER & TIGHE, P.A.

STATE OF FLORIDA :  
:  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2016, by MICHELLE MONTEKIO, ESQ., as Agent/Attorney for GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me and did take an oath.

My Commission Expires:



*Sandra K Pierce*  
NOTARY PUBLIC

1

Case Number: CACE-17-016643 Division: 18  
Filing # 61128222 E-Filed 08/30/2017 12:06:30 PM

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

CASE NO.:

GARDENS OF BURNHAM WOODS CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation, not-for-profit,

**LIS PENDENS**

Plaintiff,

vs.

JACK BERNSTEIN, BETTY VAN SCHAIK,  
RONALD ELBLING, and UNKNOWN PERSON(S)  
IN POSSESSION OF THE SUBJECT  
PROPERTY,

Defendants.

---

**TO: DEFENDANTS: JACK BERNSTEIN, BETTY VAN SCHAIK, RONALD  
ELBLING, UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT  
PROPERTY, AND ALL OTHERS WHOM IT MAY CONCERN**

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

CONDOMINIUM UNIT NO. 111, OF THE GARDENS OF  
BURNHAM WOODS CONDOMINIUM, ACCORDING TO THE  
DECLARATION OF CONDOMINIUM, AS RECORDED IN  
OFFICIAL RECORDS BOOK 8515, AT PAGE 639,  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS  
AMENDED.

DATED on August 29, 2017.

TUCKER & TIGHE, P.A.  
Attorneys for Plaintiff  
800 East Broward Boulevard  
Suite 710 - Cumberland Bldg.  
Fort Lauderdale, FL 33301  
Telephone: (954) 467-7744  
Designated E-mail:  
Collections@tuckertighe.com

By: Michelle Montekio  
MICHELLE MONTEKIO, ESQ.  
FL BAR NO. 15518

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/27/2020 5:00:00 PM.\*\*\*\*

16

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

CASE NO.: CACE 17-016643 (18)

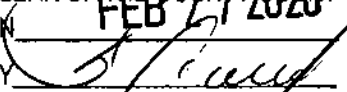
GARDENS OF BURNHAM WOODS  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation,  
not-for-profit,

Plaintiff,

vs.

RONALD ELBLING,

Defendant.

Filed In Open Court  
CLERK OF THE COUNTY COURT  
ON FEB 27 2020  
BY 

**FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE having come before the Court on Plaintiff GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.'s (Plaintiff "ASSOCIATION"), Motion for Final Summary Judgment of Foreclosure against Defendant RONALD ELBLING (Defendant "ELBLING"), and the Court, having considered the pleadings filed herein, the supporting affidavits of Plaintiff ASSOCIATION, and argument of counsel, this Court hereby finds as follows:

**Findings of Fact**

1. Plaintiff ASSOCIATION filed this lien of foreclosure against Defendant ELBLING on August 30, 2017.
2. Defendant ELBLING was served by constructive service on December 12, 2017.
3. A clerk's default was entered against Defendant ELBLING

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/27/2020 5:00:00 PM.\*\*\*\*

on January 18, 2018.

4. Therefore, there are no genuine issues of material fact and summary judgment should be entered as a matter of law.

5. The Court has jurisdiction over Defendant ELBLING in this cause and over this subject matter.

6. Plaintiff ASSOCIATION is entitled to periodic payments pursuant to its Declaration of Condominium for The Gardens of Burnham Woods ("Declaration") and Chapter 718 of the Florida Statutes. The Declaration is recorded in Broward County Official Record Book 8515, at Page 639.

7. The assessments sued upon by Plaintiff ASSOCIATION constitute a valid lien on the property sought to be foreclosed and is superior to any right, title, interest or claim of the Defendant and all persons and entities claiming by, through or under them.

8. Plaintiff ASSOCIATION is entitled to prejudgment interest, costs and attorneys' fees pursuant to its Declaration.

9. Based upon the above findings, it is:

**ORDERED AND ADJUDGED** that Plaintiff's Motion for Final Summary Judgment of Foreclosure be GRANTED.

**It is further adjudged that:**

A. Plaintiff ASSOCIATION is due \$18,492.22 for past due assessments through February, 2020, \$973.88 for court costs, and \$6,915.00 for attorneys' fees, making a total sum due of \$25,781.10, which will accumulate interest at the statutory rate of 6.83% per annum, for which let execution issue forthwith.

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman. CLERK 2/27/2020 5:00:00 PM.\*\*\*\*

B. Plaintiff holds a lien for the total sum plus interest accruing at 6.83% a year from the date of this Judgment until paid, and any further sums accruing to Plaintiff in connection with this suit, superior to any claim or estate of Defendant ELBLING on the following described real property located at 1891 SW 81 Avenue #111, North Lauderdale, Florida 33068, and legally described as:

**Condominium Apartment 111 of THE GARDENS OF BURNHAM WOODS CONDOMINIUM, a condominium according to the Declaration of Condominium thereof, as recorded October 23, 1979 in O.R. Book 8515, page 639, of the Public Records of Broward County, Florida, together with all the appurtenances thereto, according to said Declaration of Condominium.**

C. If the total sum with interest at the rate described in Paragraphs A and B and all other sums accruing to Plaintiff subsequent to this Judgment are not paid, the clerk of this Court shall sell the subject property at public sale on the 28<sup>th</sup> day of April, 2020, to the highest bidder for cash, except as described in Paragraph D herein, in accordance with section 45.031, Florida Statutes, at: [www.broward.realforeclose.com](http://www.broward.realforeclose.com), the Clerk's website for on-line auctions at 10:00 a.m.

D. Plaintiff shall advance all subsequent costs in this action and shall be reimbursed for them by the Clerk if the Plaintiff is not the Purchaser of the real property for sale. If Plaintiff is the Purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and all funds accruing to Plaintiff subsequent to this Judgment or such part of it as is necessary to fill the bid in full.

E. On filing the Certificate of Title, the Clerk shall distribute the proceeds of sale, so far as they are sufficient, by paying all amounts due pursuant to the Final Judgment of Foreclosure made payable

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/27/2020 5:00:00 PM.\*\*\*\*

to Tucker & Lokeinsky, P.A. Trust Account.

F. On filing the Certificate of Title, the Defendant and all persons claiming against her since the filing of the Notice of Lis Pendens in this action, shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property. Plaintiff reserves the right to seek a deficiency judgment against Defendant ELBLING.

G. In the event Defendant and all others in possession fail to vacate the premises after Plaintiff has obtained a Certificate of Title at the foreclosure sale, the Plaintiff is entitled to a Writ of Possession issued by the Clerk to be executed by the Sheriff without any further Order from the Court.

H. Jurisdiction of this action is retained to enter further Orders and Judgments, that are proper including, without limitation, resetting sale dates, awards of additional attorneys' fees and costs, deficiency judgments, additional writs of possession and writs of assistance, and to re-foreclose omitted lienholders or other claimants to the property.

I. Cancellation of the foreclosure sale scheduled above shall be permitted by Plaintiff filing written notice of the cancellation with the Clerk & Comptroller.

J. 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 RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

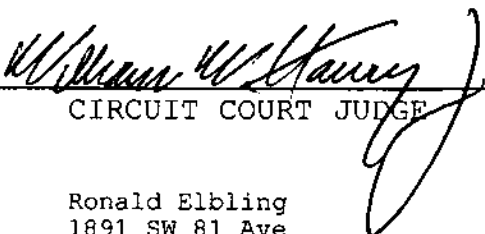


\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/27/2020 5:00:00 PM.\*\*\*\*

K. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF COURT, BRENDA D. FORMAN, 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.

L. 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 BROWARD COUNTY LEGAL AID AT (954) 765-8957 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT BROWARD COUNTY LEGAL AID FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED ~~in Chambers~~ at Broward County, Florida on this 27th day of February, 2020.

  
CIRCUIT COURT JUDGE

Copies furnished to:

Christopher M. Kondziela  
Tucker & Lokeinsky, P.A.  
800 E. Broward Blvd., Ste. 710  
Fort Lauderdale, FL 33301  
collections@tlfloridalaw.com

Ronald Elbling  
1891 SW 81 Ave  
Unit 111  
North Lauderdale, FL 33068



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.

### Filing Information

<b>Document Number</b>	749168
<b>FEI/EIN Number</b>	59-2003205
<b>Date Filed</b>	10/02/1979
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	10/17/2011
<b>Event Effective Date</b>	NONE

### Principal Address

1891 SW 81ST AVENUE  
N. LAUDERDALE, FL 33068

Changed: 01/12/2017

### Mailing Address

4800 N. STATE ROAD 7  
105  
LAUDERDALE LAKES, FL 33319

Changed: 01/12/2017

### Registered Agent Name & Address

THE FRYDMAN LAW GROUP, PLLC  
9825 Marina Blvd.  
100  
Boca Raton, FL 33428

Name Changed: 08/05/2019

Address Changed: 10/13/2021

### Officer/Director Detail

#### **Name & Address**

Title President

SILBERMAN, Pablo A  
4800 N. STATE ROAD 7  
105  
LAUDERDALE LAKES, FL 33319

Title Treasurer

POWELL, SOPHIA  
4800 N. STATE ROAD 7  
105  
LAUDERDALE LAKES, FL 33319

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	04/29/2021
2021	10/13/2021
2022	07/19/2022

### **Document Images**

<a href="#">07/19/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/13/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/05/2019 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/17/2011 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/26/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/11/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/10/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

[03/19/1998 -- ANNUAL REPORT](#)

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[04/09/1997 -- ANNUAL REPORT](#)

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[03/13/1996 -- ANNUAL REPORT](#)

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[02/22/1995 -- ANNUAL REPORT](#)

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

DATE: February 1st, 2023  
PROPERTY ID # 494110-BC-0110 (TD # 40430)

# WARNING

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

ELBLING, RONALD  
1891 N LAUDERDALE AVE APT 111  
NORTH LAUDERDALE, FL 33068-4225

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1891 SW 81 AVE APT 111 NORTH LAUDERDALE, FL 33068-4225 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. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

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

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

- \* Estimated Amount due if paid by February 28, 2023 .....\$7,177.11
- Or
- \* Estimated Amount due if paid by March 14, 2023 .....\$7,227.11

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 15, 2023 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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

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

DATE: February 1st, 2023  
PROPERTY ID # 494110-BC-0110 (TD # 40430)

# WARNING

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

VAN SCHAIK, BETTY EST  
1889 N LAUDERDALE AVE UNIT 111  
NORTH LAUDERDALE, FL 33068

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1891 SW 81 AVE APT 111 NORTH LAUDERDALE, FL 33068-4225 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

- \* Estimated Amount due if paid by February 28, 2023 .....\$7,177.11
- Or
- \* Estimated Amount due if paid by March 14, 2023 .....\$7,227.11

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 15, 2023 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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

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

DATE: February 1st, 2023  
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INDYMAC FEDERAL BANK FSB  
2900 ESPERANZA CROSSING  
AUSTIN, TX 78759

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DATE: February 1st, 2023  
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GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.  
4800 N. STATE ROAD 7 105  
LAUDERDALE LAKES, FL 33319

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C/O PHOENIX MANAGEMENT SERVICES, INC.  
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GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.  
MICHELLE MONTEKIO, ESQ.  
TUCKER & TIGHE, P.A.  
800 EAST BROWARD BOULEVARD SUITE 710 - CUMBERLAND BLDG  
FORT LAUDERDALE, FL 33301

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INDYMAC BANK  
C/O DOCUMENT MANAGEMENT  
3465 E FOOTHILL BLVD  
PASADENA, CA 91107-6071

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MAY CHA  
INDYMAC BANK  
7667 FOLSOM BLVD STE 101  
SACRAMENTO, CA 95826-2639

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
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DATE: February 1st, 2023  
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RICHARD GOLDSTON ESQ  
RICHARD GOLDSTONE PA  
2717 WEST CYPRESS CREEK ROAD SUITE 800  
FORT LAUDERDALE, FL 33309

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TUCKER AND TIGHE PA  
800 E BROWARD BLVD STE 710  
FT LAUDERDALE, FL 33301-2085

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CITY OF NORTH LAUDERDALE  
701 SW 71ST AVE  
NORTH LAUDERDALE, FL 33068-2309

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THE FRYDMAN LAW GROUP, PLLC, REGISTERED AGENT,  
O/B/O GARDENS OF BURNHAM WOODS CONDOMINIUM ASSOCIATION, INC.  
9825 MARINA BLVD. 100  
BOCA RATON, FL 33428

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ROBERT VAN SCHAIK  
2005 THORN CREST DRIVE  
WAXHAW, NC 28173

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1891 SW 81 AVE APT 111 NORTH LAUDERDALE, FL 33068-4225 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

\* Estimated Amount due if paid by February 28, 2023 .....\$7,177.11  
Or  
\* Estimated Amount due if paid by March 14, 2023 .....\$7,227.11

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 15, 2023 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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

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

DATE: February 1st, 2023  
PROPERTY ID # 494110-BC-0110 (TD # 40430)

# WARNING

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

ESTATE OF BETTY VAN SCHAIK, DECEASED AND RONALD ELBLING  
1891 SOUTHWEST 81ST AVENUE, APARTMENT 111  
NORTH LAUDERDALE, FL 33068

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 1891 SW 81 AVE APT 111 NORTH LAUDERDALE, FL 33068-4225 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. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

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Or  
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THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 15, 2023 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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

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

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Total F

**TD 40430 MARCH 2023 WARNING**  
**ELBLING, RONALD**  
**1891 N LAUDERDALE AVE APT 111**  
**NORTH LAUDERDALE, FL 33068-4225**

Sent To

Street, A,  
or PO Box

City, State

PS Form 3800, August 2006

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Restricted Delivery Fee (Endorsement Required)		

Total Pcs **TD 40430 MARCH 2023 WARNING**  
**VAN SCHAIK, BETTY EST**  
**1889 N LAUDERDALE AVE UNIT 111**  
**NORTH LAUDERDALE, FL 33068**

Sent To  
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or PO Box  
City, State

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Total		
Sent to	TD 40430 MARCH 2023 WARNING	
Street or PO	INDYMAC FEDERAL BANK FSB	
City, St.	2900 ESPERANZA CROSSING	
	AUSTIN, TX 78759	

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**TD 40430 MARCH 2023 WARNING**  
**GARDENS OF BURNHAM WOODS CONDO**  
**ASSOCIATION, INC.**  
**4800 N. STATE ROAD 7 105**  
**LAUDERDALE LAKES, FL 33319**

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Total

**TD 40430 MARCH 2023 WARNING**  
GARDENS OF BURNHAM WOODS CONDO ASSOC, INC.  
C/O PHOENIX MGMT SVCS, INC.  
4800 N. STATE RD. 7, SUITE E105  
LAUDERDALE LAKES, FL 33319

Sent To  
Street,  
or PO Box  
City, St

7010 0290 0001 7413 8841

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**TD 40430 MARCH 2023 WARNING**  
 GARDENS OF BURNHAM WOODS CONDO ASSOC, INC.  
 MICHELLE MONTEKIO, ESQ.  
 TUCKER & TIGHE, P.A.  
 800 E BROWARD BLVD SUITE 710 CUMBERLAND BLDG  
 FORT LAUDERDALE, FL 33301



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**TD 40430 MARCH 2023 WARNING**

**INDYMAC BANK**

**C/O DOCUMENT MANAGEMENT**

**3465 E FOOTHILL BLVD**

**PASADENA, CA 91107-6071**

St  
Co  
City

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Sen  
Str  
or  
City

**TD 40430 MARCH 2023 WARNING**  
**MAY CHA**  
**INDYMAC BANK**  
**7667 FOLSOM BLVD STE 101**  
**SACRAMENTO, CA 95826-2639**

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Re (En)	TD 40430 MARCH 2023 WARNING	
	RICHARD GOLDSTON ESQ	
	RICHARD GOLDSTONE PA	
Se	2717 WEST CYPRESS CREEK ROAD SUITE 800	
St or	FORT LAUDERDALE, FL 33309	
	City, State, ZIP+4	

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total	TD 40430 MARCH 2023 WARNING	
Sent To	TUCKER AND TIGHE PA	
Street or PO	800 E BROWARD BLVD STE 710	
City, St.	FT LAUDERDALE, FL 33301-2085	

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

Total

**TD 40430 MARCH 2023 WARNING**

Sent

**CITY OF NORTH LAUDERDALE**

Street  
or PO

**701 SW 71ST AVE**

City, State

**NORTH LAUDERDALE, FL 33068-2309**

7010 0290 0001 7413 8735

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Restricted Delivery Fee (Endorsement Required)	

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Total **TD 40430 MARCH 2023 WARNING**  
 THE FRYDMAN LAW GROUP, PLLC, REG AGENT,  
 O/B/O GARDENS OF BURNHAM WOODS CONDO ASSOC,  
 INC.  
 9825 MARINA BLVD. 100  
 BOCA RATON, FL 33428

Sent To  
Street,  
or PO  
City, St

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7010 0290 0001 7413 8742

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

Total Payment **TD 40430 MARCH 2023 WARNING**

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

**ROBERT VAN SCHAIK  
2005 THORN CREST DRIVE  
WAXHAW, NC 28173**

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage &

**TD 40430 MARCH 2023 WARNING**  
**ESTATE OF BETTY VAN SCHAIK, DECEASED AND**

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

**RONALD ELBLING**  
**1891 SW 81ST AVE, APT 111**  
**NORTH LAUDERDALE, FL 33068**



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING**  
**RICHARD GOLDSTON ESQ**  
**RICHARD GOLDSTONE PA**  
**2717 WEST CYPRESS CREEK ROAD SUITE 800**  
**FORT LAUDERDALE, FL 33309**



9590 9402 6458 0346 4564 10

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
**X**

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

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

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                       |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                             |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricti<br>Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmatic                        |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmatic<br>Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |
- Mail Restricted Delivery (over \$500)

7010 0290 0001 7433 8872

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING  
TUCKER AND TIGHE PA  
800 E BROWARD BLVD STE 710  
FT LAUDERDALE, FL 33301-2085**



9590 9402 6458 0346 4564 27

2. Article Number (Transfer from service label):

7010 0290 0001 7413 8711

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Katie Kolinsky*  Agent  
 Addressee

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

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

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery
  - Mail Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

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

TD 40430 MARCH 2023 WARNING  
 VAN SCHAİK, BETTY EST  
 1889 N LAUDERDALE AVE UNIT 111  
 NORTH LAUDERDALE, FL 33068



9590 9402 6458 0346 4563 42

2. Article Number (Transfer from service label)

7010 0290 0001 7413 8803

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent

**X**  Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING**  
**CITY OF NORTH LAUDERDALE**  
**701 SW 71ST AVE**  
**NORTH LAUDERDALE, FL 33068-2309**



9590 9402 7893 2234 4555 32

2. Article Number (Transfer from service label)

**7010 0290 0001 7413 8728**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**  Agent  
 Addressee

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

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

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING**  
 GARDENS OF BURNHAM WOODS CONDO ASSOC, INC.  
 MICHELLE MONTEKIO, ESQ.  
 TUCKER & TIGHE, P.A.  
 800 E BROWARD BLVD SUITE 710 CUMBERLAND BLVD  
 FORT LAUDERDALE, FL 33301



2. Article Number (Transfer from service label)

7010 0290 0001 7413 8841

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Kate Ladensky*  Agent  
 Addressee

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

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

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING**  
 THE FRYDMAN LAW GROUP, PLLC, REG AGENT,  
 O/B/O GARDENS OF BURNHAM WOODS CONDO ASSOC.  
 INC.  
 9825 MARINA BLVD. 100  
 BOCA RATON, FL 33428

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Eper Nj...* 2-7-23

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



9590 9402 7893 2234 4555 25

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation

2. Article Number

7010

PS Form 381

Receipt

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**TD 40430 MARCH 2023 WARNING**  
**ESTATE OF BETTY VAN SCHAIK, DECEASED AND**  
**DONALD ELBLING**  
**1891 SW 81ST AVE, APT 111**  
**NORTH LAUDERDALE, FL 33068**



9590 9402 7893 2234 4555 01

Article Number (Transfer from service label)  
**7010 0290 0001 7413 8759**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 2/2/23

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

3. Service Type
- Adult Signature  Priority Mail Express®
  - Adult Signature Restricted Delivery  Registered Mail™
  - Certified Mail®  Registered Mail Restricted Delivery
  - Certified Mail Restricted Delivery  Signature Confirmation™
  - Collect on Delivery  Signature Confirmation™ Restricted Delivery
  - Collect on Delivery Restricted Delivery  Restricted Delivery
  - Insured Mail  Registered Mail Restricted Delivery (R)