

# 339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

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

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

www.GrantStreet.com

#### **UPDATE REPORT**

**UPDATE ORDER DATE: 10/16/2018** 

REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 10/14/2018

CERTIFICATE # 2014-2573 ACCOUNT # 484214121880 ALTERNATE KEY # 101744 TAX DEED APPLICATION # 40817

COUNTY, STATE: BROWARD, FL

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

#### LEGAL DESCRIPTION:

Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

PROPERTY ADDRESS: 4339 NW 4 AVENUE, DEERFIELD BEACH FL 33064

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

JOSE C COELHO 4339 NW 4 AVE POMPANO BEACH, FL 33064

JOSE C COELHO 4320 NW 5 AVE POMPANO BEACH, FL 33064-2550 (Per Tax Collector billing address.)

### APPARENT TITLE HOLDER & ADDRESS OF RECORD:

TIGERBACK LLC Instrument: 115334973 18737 W DIXIE HWY NORTH MIAMI BEACH, FL 33180

(Per Re-recorded Certificate of Title, Property Appraiser and Sunbiz. Corrects Certificate of Title at 115327364.)

GIL SKLASH, REGISTERED AGENT O/B/O TIGERBACK, LLC 17301 BISCAYNE BLVD APT 1410 AVENTURA, FL 33160 (Per Sunbiz)

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

#### MORTGAGE HOLDER OF RECORD:

No new documents found.

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

No new documents found.

#### **UPDATE REPORT – CONTINUED**

PARCEL IDENTIFICATION NUMBER: 4842 14 12 1880

CURRENT ASSESSED VALUE: \$77,110 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES:

1. 2018-2210

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

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

Certificate of Title Instrument: 115227364

Limited Liability Company Affidavit Instrument: 115272433

<sup>\*\*</sup>Update search found 1 new Certificate of Title and 1 re-recorded Certificate of Title, Sunbiz for new owner and Affidavit.

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

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

Christina Young

Title Examiner



Site Address	4339 NW 4 AVENUE, DEERFIELD BEACH FL 33064	ID#	4842 14 12 1880
<b>Property Owner</b>	TIGERBACK LLC	Millage	1112
Mailing Address	18737 W DIXIE HWY NORTH MIAMI BEACH FL 33180	Use	01 *
Abbr Legal Description	LAKE ISLAND 79-39 B LOT 29 BLK 4		

The just values displayed below were set in compliance with Sec. 193 011. Fla. Stat., and include a

			_			· · · · · ·			
Y Y				rty Assessment		Υ			
Year	Land	Building Improven	_	Just / Mark Value	et	Assessed SOH Valu		Та	ıx
2019 \$	5,630	\$77,140	)	\$82,770		\$82,770			
2018 \$	5,630	\$77,140	)	\$82,770		\$58,580			
2017 \$	55,630	\$71,480	)	\$77,110 \$53,260				\$1,44	4.65
		2019 Exempt	tions an	d Taxable Values	by T	axing Authority	,		
		Cou	ınty	School Bo	ard	Municipa	al	Inde	pendent
Just Value		\$82,	770	\$82,	770	\$82,77	0		\$82,770
Portability			0		0		0	0	
Assessed/SC	OH	\$82,	770	\$82,	\$82,770		0	\$82,770	
Homestead			0		0		0		0
Add. Homest	tead		0		0		0		0
Wid/Vet/Dis			0		0		0		0
Senior			0	0			0		0
Exempt Type	)		0		0		0	0	
Taxable		\$82,	770	\$82,	770	\$82,77	0		\$82,770
	S	ales History				Land (	Calculat	ions	
Date	Type	Price	Воо	k/Page or CIN		Price	Fac	tor	Type
9/20/2018	DRR-T		1	115334973		\$2.00	2,8	17	SF
8/3/2018	CET-D	\$48,000	1	115327364					
7/30/2018	QCD-T	\$100	1	115252725					<u> </u>
6/27/2008	QCD-T	\$100	4	5756 / 726					
9/30/2002	WD	\$67,500	33958 / 533			Adj. Bldg. S.F. (		(etch)	839
				,		Units/Bed	s/Baths		1/2/2
						Eff./Act. Yea	r Built:	1981/198	30

	Special Assessments												
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc					
11			2										
R			2										
1													

# **Detail by Entity Name**

Florida Limited Liability Company

TIGERBACK, LLC

**Filing Information** 

**Document Number** L18000084239

**FEI/EIN Number** NONE

**Date Filed** 04/03/2018

**State** FL

**ACTIVE Status** 

**Principal Address** 

18737 WEST DIXIE HWY

NORTH MIAMI BEACH, FL 33180

**Mailing Address** 

18737 WEST DIXIE HWY

NORTH MIAMI BEACH, FL 33180

**Registered Agent Name & Address** 

SKLASH, GIL

17301 BISCAYNE BLVD

APT 1410

AVENTURA, FL 33160

Authorized Person(s) Detail

Name & Address

Title MGR

SKLASH, GIL

17301 BISCAYNE BLVD #1410

AVENTURA, FL 33160

Title MGR

HALBERSTEIN, JAIME 1701 SUNSET HARBOR DR #505

MIAMI BEACH, FL 33139

**Annual Reports** 

No Annual Reports Filed

**Document Images** 

04/03/2018 -- Florida Limited Liability

View image in PDF format

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

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

#### Tax Deed #40817

# STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 3rd day of December 2018, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

FREMONT INVESTMENT & LOAN 175 N. RIVERVIEW DRIVE ANAHEIM, CA 92808	BRANCH MORTGAGE SERVICES, INC. 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062	CITY OF DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441	MARIE KOACH, REGISTERED AGENT O/B/O BRANCH MORTGAGE SERVICES, INC. 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062
PATRICIA A. RATHBURN ESQ. RATHBURN BENNETT PLLC 500 SE 17TH STREET #323 FORT LAUDERDALE, FL 33316	POMPANO LAKES HOMEOWNERS ASSOCIATION, INC. THERESA MONTALBANO BENNETT, RATHBURN BENNETT, P.A. 500 SE 17TH STREET, SUITE 323 FORT LAUDERDALE, FL 33316	POMPANO LAKES HOMEOWNERS ASSOCIATION, INC. 311 NW 46 STREET DEERFIELD BEACH, FL 33064	RATHBURNBENNETT PLLC, REGISTERED AGENT O/B/O POMPANO LAKES HOMEOWNERS ASSOCIATION, INC. 500 SE 17TH STREET, #323 FT. LAUDERDALE, FL 33316
INTERNAL REVENUE SERVICE ADVISORY UNIT - STOP 5780 7850 SW 6TH COURT PLANTATION, FL 33324	HENRY R. ZIPPAY, JR., ESQUIRE 633 SE 3 AVENUE, SUITE 201 FORT LAUDERDALE, FL 33301-3151	HSBC BANK NEVADA, N.A. FKA HOUSEHOLD BANK (SB), N.A. 1111 TOWN CENTER DRIVE LAS VEGAS, NV 89128	KRISTINA Y LUNSFORD BRAY & LUNSFORD, P.A. O/B/O HSBS BANK NEVADA FKA HOUSEHOLD BANK (SB), N.A. P.O. BOX 53197 JACKSONVILLE, FL 32201- 3197
*LAKE ISLAND RENTALS LLC 4400 N POWERLINE RD DEERFIELD BEACH, FL 33073	*CALL PROPERTIES LLC 7777 GLADES RD #100 BOCA RATON, FL 33434	*ACKERSON, THORSTEN EUGENE 4337 NW 4 AVE POMPANO BEACH, FL 33064- 2536	TIGERBACK LLC 1200 SW 137 AVENUE #310E PEMBROKE PINES, FL 33027
TIGERBACK LLC 225 DEER CREEK BOULEVARD #908 DEERFIELD BEACH, FL 33442	TIGERBACK LLC 18737 W DIXIE HWY NORTH MIAMI BEACH, FL 33180	TIGERBACK LLC 4339 NW 4 AVENUE DEERFIELD BEACH, FL 33064	GIL SKLASH, REGISTERED AGENT O/B/O TIGERBACK, LLC 17301 BISCAYNE BLVD APT 1410

#### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

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

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 3rd day of December 2018 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

AVENTURA, FL 33160

401-316 Revised 05/13

# **Broward County, Florida**

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

### **NOTICE OF APPLICATION FOR TAX DEED NUMBER 40817**

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: 484214-12-1880

Certificate Number: 2573 Date of Issuance: 06/01/2015

Certificate Holder: 5T WEALTH PARTNERS LP Description of Property: LAKE ISLAND 79-39 B

**LOT 29 BLK 4** 

Name in which assessed: COELHO, JOSE C COELHO, JOSE C Legal Titleholders:

4339 NW 4 AVE

POMPANO BEACH, FL 33064

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 16th day of January , 2019. 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 13th day of December, 2018.

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

Dana F. Buker

Deputy

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

Publish: DAILY BUSINESS REVIEW

Issues: 12/13/2018, 12/20/2018, 12/27/2018 & 01/03/2019

Minimum Bid: 9517.78

#### **BROWARD DAILY BUSINESS REVIEW**

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

# STATE OF FLORIDA COUNTY OF BROWARD:

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

40817

NOTICE OF APPLICATION FOR TAX DEED
CERTIFICATE NUMBER: 2573

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

12/13/2018 12/20/2018 12/27/2018 01/03/2019

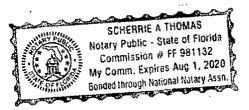
Affiant further says that the said Broward Daily Business
Review is a newspaper published at Fort Lauderdale, in said
Broward County, Florida and that the said newspaper has
heretofore been continuously published in said Broward
County, Florida each day (except Saturday, Sunday and
Legal Holidays) and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

Sworn to and subscribed before me this

3 day of JANUARY, A.D. 2019

(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 40817

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Property ID: 484214-12-1880 Certificate Number: 2573 Date of Issuance: 06/01/2015 Certificate Holder: 5T WEALTH PARTNERS LP Description of Property: 1 AKE ISLAND 79-39 R

LAKE ISLAND 79-39 B
LOT 29 BLK 4

Name in which assessed: TIGERBACK LLC Legal Titteholders: TIGERBACK LLC

18737 W DIXIE HWY
NORTH MIAMI BEACH, FL 33180
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 16th day of January, 2019. 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 13th day of December, 2018.

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

(Seal) By: Dana F. Buker Deputy

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

Minimum Bid: 401-314 9958.78

12/13-20-27 1/3 18-09/00003603768

Instr# 115272433 , Page 1 of 2, Recorded 08/20/2018 at 07:40 AM Broward County Commission

Prepared by and Return to: Jasmine Greene, an employee of First American Title Insurance Company 3111 N. University Drive, Suite 418 Coral Springs, Florida 33065 (954)753-8220 File No.: 2179-2557032

#### LIMITED LIABILITY COMPANY AFFIDAVIT

State of Florida

County of Broward

BEFORE ME, the undersigned authority, personally appeared Gil Sklash, who being by me first duly sworn, on oath deposes and says that:

- 1. That he/she is a/an Manager of Tigerback LLC, a Florida limited liability.
- 2. That Tigerback LLC, a Florida limited liability is one and the same legal entity named as grantee in that certain deed recorded in/under.
- 3. Said limited liability company is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
- 4. The following parties are all of the members/managers of said limited liability company:

Gil Sklash

Jaime Halberstein

- 5. Gil Sklash is authorized by the articles of organization or regulations to execute deeds and mortgages on behalf of the limited liability company, and all necessary consents have been obtained.
- 6. Neither the limited liability company nor any of the members are currently debtors in any bankruptcy proceedings, and this conveyance or mortgage is in the ordinary course of business.
- 7. This affidavit is given to induce First American Title Insurance Company to issue its title policy insuring the contemplated transaction.

8. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has fully read this affidavit and understands its contents.

Tigerback LLC, a Florida limited liability

Ву:

Name: Gil Sklash Title: Manager

Tigerback LLC, a Florida limited liability

By:

Name Jaime Halberstein

Title: Manager

State of

FL

County of Broward

Sworn To, Subscribed and Acknowledged before me on August \(\subseteq \subseteq \), 2018, by Gil Sklash and Jaime Halberstein, as Manager of and on behalf of Tigerback LLC, a Florida limited liability, who is personally known to me or who has produced a valid driver's license as identification and who did take

an oath.

Notary Public

larta bracitions

(Printed Name)

My Commission expires:

MARTA I BRACIKOWSKI

Notary Public - State of Florida

My Comm. Expires Jan 8, 2019

Commission # FF 159228

(Notorial Seal)

Instr# 115327364, Page 1 of 2, Recorded 09/17/2018 at 01:30 PM

Broward County Commission

Deed Doc Stamps: \$0.00

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 8/24/2018 9:25:00 AM. \*\*\*\*

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

POMPANO LAKES HOMEOWNERS ASSOCIATION INC Plaintiff

COCE-17-000216

VS

Division. 51

JOSE C COELHO, UNKNOWN SPOUSE OF; #1, UNKNOWN TENANT; #2, UNKNOWN TENANT; ZIPPAY, HENRY R; COELHO, JOSE C; HSBC BANK NEVADA; DEPARTMENT OF THE TREASURY INTERNAL

REVENUE SERVI Defendant

#### Certificate of Title

The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on August 03, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida.

- SEE ATTACHMENT -

Was sold to. TIGERBACK LLC 18737 W Dixie Hwy North Miami Beach, FL, 33180

Witness my hand and the seal of this court on August 24, 2018

CHCUIT & COUNTY CO

Brenda D. Forman, Clerk of the Circuit & County Court
Broward County, Florida

Rosele D. Jones

Total consideration \$48,000.00 Doc Stamps \$336.00 Instr# 115327364 , Page 2 of 2, End of Document

COCE-17-000216 (51)

Lot 29, Block 4, of Lake Island, according to the Plat thereof, recorded in Plat Book 79, at Page 39 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida a/k/a 4339 NW 4 AVE., Deerfield Beach, FL 33064

Instr# 115334973, Page 1 of 2, Recorded 09/20/2018 at 11:58 AM

Broward County Commission Deed Doc Stamps: \$336.00

Instr# 115327364, Page 1 of 2, Recorded 09/17/2018 at 01:30 PM

Broward County Commission Deed Doc Stamps: \$0.00

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 8/24/2018 9:25:00 AM.\*\*\*\*

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

POMPANO LAKES HOMEOWNERS ASSOCIATION INC

Plaintiff

VS.

COCE-17-000216

Division. 51

JOSE C COELHO, UNKNOWN SPOUSE OF; #1, UNKNOWN TENANT; #2, UNKNOWN TENANT; ZIPPAY, HENRY R; COELHO, JOSE C; HSBC BANK NEVADA; DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVI

Defendant

#### Certificate of Title

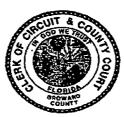
The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on August 03, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

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Broward County, Florida

Potende D. Jonnen

Total consideration \$48,000.00 Doc Stamps \$336.00 Instr# 115334973 , Page 2 of 2, End of Document

Instr# 115327364 , Page 2 of 2, End of Document

COCE-17-000216 (51)

Lot 29, Block 4, of Lake Island, according to the Plat thereof, recorded in Plat Book 79, at Page 39 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida a/k/a 4339 NW 4 AVE., Deerfield Beach, FL 33064



Site Address	4339 NW 4 AVENUE, DEERFIELD BEACH FL 33064	ID#	4842 14 12 1880
<b>Property Owner</b>	DA COSTA & JORGE INVESTMENTS LLC	Millage	1112
Mailing Address	910 SW 21 ST BOCA RATON FL 33486	Use	01 *
Abbr Legal Description	LAKE ISLAND 79-39 B LOT 29 BLK 4		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a

				Pı	oper	ty Assessm	ent \	/alues				
Year	Land			ding /	•	Just / I	Mark		Assesse SOH Va			Тах
2018	\$5,630		\$77	,140		\$82,	\$82,770		\$58,580			
2017	\$5,630	十一	\$71	,480		\$77,	110		\$53,26	0	\$1,4	44.65
2016	\$5,630		\$55	,620		\$61,	250		\$48,42	0	\$1,2	99.62
		20	18 Exe	mption	s and	l Taxable Va	lues	by Ta	xing Authorit	ty		
				County		Schoo	ol Bo	ard	Munici	pal	Inc	lependent
Just Valu	Just Value \$82,770						\$82,	770	\$82,7	70		\$82,770
Portabilit	у		ĺ	0				0		0		0
Assesse	d/SOH		\$58,580				\$82,	770	\$58,5	80		\$58,580
Homeste	ad			0	0		0					
Add. Hon	nestead			0		0			0		0	
Wid/Vet/D	)is			0			0		0		0	
Senior				0			0			0		0
Exempt 1	уре			0		0			0		0	
Taxable				\$58,580		\$82,770			\$58,580			\$58,580
		Sal	les Hist	tory					Land	Calc	ulations	
Date	Тур	е	Price	)	Book	/Page or CII	N		Price		Factor	Type
7/30/201	I8 QCD	-Т	\$100		11	5252725		\$2.00			2,817	SF
6/27/200	08 QCD	-T	\$100		45	756 / 726						
9/30/200	)2 WD		\$67,50	0	33	958 / 533						
1/1/198	5 AGE				12	246 / 813						
12/1/198	30 WD		\$43,00	43,000				Ac	lj. Bldg. S.F.	Bldg. S.F. (Card, S		839
	,	•							Units/Be	ds/Ba	iths	1/2/2
									Eff./Act. Ye	ar Bu	uilt: 1981/1	980
					Spe	cial Assess	men	s				
Fire	Garb	Li	ght	Dra	in	Impr	S	afe	Storm		Clean	Misc
	<del>                                     </del>	1					_			$\dashv$		

	Special Assessments												
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc					
11			2										
R			2										
1													

# **Detail by Entity Name**

Florida Limited Liability Company DA COSTA & JORGE INVESTMENTS LLC

#### **Filing Information**

**Document Number** L17000172126 **FEI/EIN Number** 82-2460484 **Date Filed** 08/11/2017 **Effective Date** 08/11/2017

State FL

**ACTIVE Status** 

#### **Principal Address**

910 SW 21ST STREET BOCA RATON, FL 33486

#### **Mailing Address**

910 SW 21ST STREET BOCA RATON, FL 33486

#### **Registered Agent Name & Address**

AGUIAR, JOSE M 910 SW 21ST STREET SUITE 304 BOCA RATON, FL 33431

**Authorized Person(s) Detail** 

#### Name & Address

#### Title AMBR

AGUIAR, JOSE M 910 SW 21ST STREET BOCA RATON, FL 33486

#### **Annual Reports**

Report Year **Filed Date** 2018 01/16/2018

#### **Document Images**

01/16/2018 -- ANNUAL REPORT View image in PDF format 08/11/2017 -- Florida Limited Liability View image in PDF format



# 339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

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

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

www.GrantStreet.com

#### **UPDATE REPORT**

**UPDATE ORDER DATE:** 08/31/2018

REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 08/30/2018

CERTIFICATE # 2014-2573 ACCOUNT # 484214121880 ALTERNATE KEY # 101744 TAX DEED APPLICATION # 40817

COUNTY, STATE: BROWARD, FL

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

JOSE C COELHO 4339 NW 4 AVE POMPANO BEACH, FL 33064

JOSE C COELHO 4320 NW 5 AVE POMPANO BEACH, FL 33064-2550 (Per Tax Collector billing address.)

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

DA COSTA & JORGE INVESTMENTS LLC Instrument: 115252725 910 SW 21ST STREET BOCA RATON, FL 33486 (Per Deed, Property Appraiser and Sunbiz)

JOSE M AGUIAR, REGISTERED AGENT O/B/O DA COSTA & JORGE INVESTMENTS LLC 910 SW 21ST STREET SUITE 304 BOCA RATON, FL 33431 (Per Sunbiz)

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

#### MORTGAGE HOLDER OF RECORD:

No new documents found.

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

POMPANO LAKES Instrument: 115155271

HOMEOWNERS ASSOCIATION, INC.

(Per Final Judgment of Foreclosure. No address found on document.)

### **UPDATE REPORT – CONTINUED**

PARCEL IDENTIFICATION NUMBER: 4842 14 12 1880

CURRENT ASSESSED VALUE: \$77,110 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES:

1. 2018-2210

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

# **OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:** No new documents found.

\*\*Update search found 1 new deed, Sunbiz for new owner, 1 new Final Judgment of Foreclosure and a new Tax Certificate.

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

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

Christina Young

Title Examiner

Instr# 115155271 , Page 1 of 3, Recorded 06/21/2018 at 03:49 PM Broward County Commission

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 6/19/2018 2:19:47 PM.\*\*\*\*

# IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

POMPANO LAKES HOMEOWNERS ASSOCIATION, INC.

Plaintiff,

Case No. COCE-17-000216 -(51)

٧.

JOSE C. COELHO, UNKNOWN SPOUSE OF JOSE C. COELHO, HSBC BANK NEVADA, N.A. f/k/a HOUSEHOLD BANK (SB), N.A., HENRY R. ZIPPAY, JR. DEPARTMENT OF THE TREASURY – INTERNAL REVENUE SERVICE, UNKNOWN TENANT NO. 1, AND UNKNOWN TENANT NO. 2.

Defendants,

# `FINAL JUDGMENT OF FORECLOSURE '

'This action was tried before the court on Plaintiffs Motion for Final Judgment. On the evidence presented:

#### IT IS ADJUDGED that:

1. Plaintiff, Pompano Lake Homeowners Association, Inc. is due

Principal and Interest through 6/4/2018 \$11,498.76.

Interest from 6/4/2018 to date of this judgment \$19.20 \$15 days @ 1.28 Court costs, now taxed:

Filing fee \$386.25^{\circ}\$ Service of Process \$295.60

' TOTAL

\$12,199.91

'that shall bear interest at the rate of 4.75% a year.

Filed In Open Court CLERK OF THE COUNTY COURT ON OF THE COURT ON OF THE COUNTY COURT ON OF THE COUNTY COURT ON OF THE COURT ON OF THE COURT ON OF THE COUNTY COURT ON OTHER COUNTY C

6/19/18

3995

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Broward County, Florida:

Lot 29, Block 4, of Lake Island, according to the Plat thereof, recorded in Plat Book 79, at Page 39 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida a/k/a 4339 NW 4 AVE., Deerfield Beach, FL 33064

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 201 SE 6<sup>th</sup> Street, Fort Lauderdale, FL in Broward County in Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):

_		At 201	SE 6 <sup>th</sup>	Street,	Fort	Lauderdale,	Florida,	33301	in	Broward	County	in
Florida	a beginn	ing at_			0	n the prescri						
						10:00	AM	·				_
·	-	By elec		ale begii	nning	at	<u> </u>		or	the preso	cribed	ate
at the f	ollowin	g websit	te: U	ww.	br	ouard, r	eal tou	rello	se	·AUM	NU	V)
											_ ('	

- 4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
- 5. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.
- 6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any Defendant remains in possession of the property, the clerk shall, without further order of the court, issue forthwith a writ of possession upon request of the person named on the certificate of title.
- 7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment and attorney's fees.

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

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

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

ORDERED at Fort Lauderdale, Broward County, Florida, on June

Judge Kathleen McCarthy Circuit Court Judge

Instr# 115252725 , Page 1 of 3, Recorded 08/09/2018 at 08:30 AM Broward County Commission

Deed Doc Stamps: \$0.70

Prepared By:

Richard Conway 2665 S. Bayshore Drive Miami FL 33133

After Recording Return To:

DA Costa & Jorge Investments, LLC 910 SW 21st Street Boca Raton, FL 33486

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **QUITCLAIM DEED**

On July 30, 2018 THE GRANTOR(S),

- Jose C Coelho, a married man, residing at 2755 NW 19 Street, Pompano Beach, FL 33069.

for and in consideration of: One Dollar (\$1.00) and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

 DA Costa & Jorge Investments LLC, a Florida corporation, 910 SW 21st Street Boca Raton, Florida, 33486.

the following described real estate, situated in Pompano Beach in the County of Broward, State of Florida:

Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

a/k/a 4339 N.W. 4 Avenue, Deerfield Beach, FL 33064

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: 4842 14 12 1880

Mail Tax Statements To: DA Costa & Jorge Investments, LLC 910 SW 21st Street Boca Raton, FL 33486

[SIGNATURE PAGE FOLLOWS]

**Grantor Signatures:** 

DATED: 07/30/18	
Data Culha	
In Witness Whereof,  Jogo Ambi  Vitness Whereof,	Myara Heuser Witness
Name & Address: TIRGO ROUME.  9105W21 OF BOGG RETIVE	Name & Address WERINGOR 292 SE 7 AVE 108 BOW RATON FL 33434
STATE OF FLORIDA, COUNTY OF BRO	WARD, ss:
The foregoing instrument was acknowledged by Just by Jose C C Jor who have produced ASS poor	oefore me this <u>30</u> day of oelho, who are personally known to me as identification.
	Signature of person taking acknowledgment
JOSE AGUIAR  Notacy Public - State of Florids Commission - GG 022997 My Comm. Expires Aug 21, 2020	Name typed, printed, or stamped  Title or rank
	Serial number (if applicable)

Signature and Notary for Quitclaim Deed regarding 4339 NW 4th Avenue
Deerfield Beach FL 33064



# 339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

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

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

www.GrantStreet.com

#### PROPERTY INFORMATION REPORT

**ORDER DATE:** 04/24/2018

REPORT EFFECTIVE DATE: 20 YEARS UP TO 04/23/2018

CERTIFICATE # 2014-2573 ACCOUNT # 484214121880 ALTERNATE KEY # 101744 TAX DEED APPLICATION # 40817

COUNTY, STATE: BROWARD, FL

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

#### LEGAL DESCRIPTION:

Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

PROPERTY ADDRESS: 4339 NW 4 AVENUE, DEERFIELD BEACH FL 33064

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

JOSE C COELHO 4339 NW 4 AVE POMPANO BEACH, FL 33064 (Matches Property Appraiser records.)

JOSE C COELHO 4320 NW 5 AVE POMPANO BEACH, FL 33064-2550 (Per Tax Collector billing address.)

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

JOSE C. COELHO OR: 45756, Page: 726 2755 N.W. 19 STREET POMPANO BEACH, FL 33069 (Per Deed)

#### MORTGAGE HOLDER OF RECORD:

FREMONT INVESTMENT & LOAN
OR: 33958, Page: 534
175 N. RIVERVIEW DRIVE
ANAHEIM, CA 92808 (Per Mortgage)

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

5T WEALTH PARTNERS LP DEPARTMENT #6200 P.O. BOX 830539 BIRMINGHAM, AL 35283 (Tax Deed Applicant)

HENRY R. ZIPPAY, JR., ESQUIRE

633 SE 3 AVENUE, SUITE 201

FORT LAUDERDALE, FL 33301-3151 (Per Judgment)

HSBC BANK NEVADA, N.A.

FKA HOUSEHOLD BANK (SB), N.A.

1111 TOWN CENTER DRIVE

LAS VEGAS, NV 89128 (Per Judgment)

INTERNAL REVENUE SERVICE

COLLECTION ADVISORY GROUP

7850 SW 6TH COURT, MS 5780

PLANTATION, FL 33324 (Per Tax Lien)

POMPANO LAKES HOMEOWNERS OR: 51220, Page: 1494

OR: 45966, Page: 61

OR: 48062, Page: 434

ASSOCIATION, INC.

311 NW 46 STREET POMPANO BEACH, FL 33064 (Per Lien)

POMPANO LAKES HOMEOWNERS Instrument: 114137730

ASSOCIATION, INC.

THERESA MONTALBANO BENNETT

RATHBURN BENNETT, P.A.

500 SE 17TH STREET, SUITE 323

FORT LAUDERDALE, FL 33316 (Per Lis Pendens)

POMPANO LAKES HOMEOWNERS ASSOCIATION, INC.

**311 NW 46 STREET** 

DEERFIELD BEACH, FL 33064 (Per Sunbiz. Declaration recorded in 5456-545.)

RATHBURNBENNETT PLLC. REGISTERED AGENT

O/B/O POMPANO LAKES HOMEOWNERS ASSOCIATION, INC.

500 SE 17TH STREET, #323

FT. LAUDERDALE, FL 33316 (Per Sunbiz)

BRANCH MORTGAGE SERVICES, INC. OR: 12246, Page: 813

(Per Agreement for Deed. Best image available. Address illegible on document. Unable to locate a release or valid conveyance of record in the Official Records releasing Branch Mortgage Services, Inc. interest in this property pursuant to this agreement.)

MARIE KOACH, REGISTERED AGENT

O/B/O BRANCH MORTGAGE SERVICES, INC.

1850 S OCEAN BLVD

#105

POMPANO BEACH, FL 33062 (Per Sunbiz)

### PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 4842 14 12 1880

CURRENT ASSESSED VALUE: \$77,110 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES: N/A

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

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

Quit Claim Deed OR: 11646, Page: 984

Warranty Deed OR: 33958, Page: 533

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

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

Christina Young

Title Examiner



Site Address	4339 NW 4 AVENUE, DEERFIELD BEACH FL 33064	ID#	4842 14 12 1880
<b>Property Owner</b>	COELHO,JOSE C	Millage	1112
Mailing Address	4339 NW 4 AVE POMPANO BEACH FL 33064	Use	01 *
Abbr Legal Description	LAKE ISLAND 79-39 B LOT 29 BLK 4		

			Prope	rty Assessment \	/alue	es				
Year	Land	Buildin Improver		Just / Mark Value	et	Assessed SOH Valu		Tax		
2018	5,630	\$77,140	)	\$82,770	\$82,770					
2017	5,630	\$71,480	)	\$77,110	\$77,110			\$1,444	4.65	
2016	5,630	0 \$55,620 \$61,250 \$48,420					\$1,299	9.62		
		<b>2018 Exemp</b>	tions an	d Taxable Values	by 1	Taxing Authority	/			
		Coi	unty	School Bo	ard	Municipa	al	Inde	pendent	
Just Value		\$82	,770	\$82,	770	\$82,77	'0		\$82,770	
Portability			0		0		0		0	
Assessed/S0	OH	\$58	,580	\$82,	770	\$58,58	30	0 :		
Homestead			0		0		0	0		
Add. Homes	tead		0		0		0	)		
Wid/Vet/Dis			0		0		0		0	
Senior			0	0			0		0	
Exempt Type	)		0		0		0		0	
Taxable		\$58	,580	\$82,	770	\$58,58	30		\$58,580	
	5	Sales History	1			Land (	Calcul	ations		
Date	Type	Price	Bool	k/Page or CIN		Price	F	actor	Type	
6/27/2008	QCD-T	\$100	4	5756 / 726		\$2.00	2	,817	SF	
9/30/2002	WD	\$67,500	3	3958 / 533						
1/1/1985	AGD		1	2246 / 813						
12/1/1980	WD	\$43,000								
						Adj. Bldg. S.F. (			839	
						Units/Bed			1/2/2	
						Eff./Act. Yea	r Buil	t: 1981/198	80	

	Special Assessments												
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc					
11			2										
R			2										
1													



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

# **Detail by Entity Name**

Florida Not For Profit Corporation POMPANO LAKES HOMEOWNERS ASSOCIATION, INC.

#### **Filing Information**

**Document Number** 727581 **FEI/EIN Number** 54-1055937 **Date Filed** 09/25/1973

FL **State** 

**Status ACTIVE** 

**Last Event AMENDMENT** 03/05/2007 **Event Date Filed** 

**Event Effective Date** NONE

**Principal Address** 

**311 NW 46 STREET** 

DEERFIELD BEACH, FL 33064

Changed: 03/11/2018

**Mailing Address** 

**311 NW 46 STREET** 

DEERFIELD BEACH, FL 33064

Changed: 03/11/2018

Registered Agent Name & Address

RathburnBennett PLLC 500 SE 17TH STREET, #323 FT. LAUDERDALE, FL 33316

Name Changed: 02/02/2015

Address Changed: 01/30/2012

Officer/Director Detail Name & Address

Title TREASURER

KEHN, JANIS 4409 NW 3 TER

DEERFIELD BEACH, FL 33064

Title VICE PRESIDENT

STEPNOWSKI, RAYMOND 171 NW 44 ST DEERFIELD BEACH, FL 33064

Title PRESIDENT

MESZAROS, JOHN 2301 COLLINS AVE #1510 MIAMI BEACH, FL 33139

Title MEMBER

JIMENEZ, CHRIS 1645 SW 45 WAY DEERFIELD BEACH, FL 33442

Title MEMBER

AXELROD, ANDREA 210 NW 43 PL DEERFIELD BEACH, FL 33064

#### **Annual Reports**

Report Year	Filed Date
2016	03/30/2016
2017	02/07/2017
2018	03/11/2018

#### **Document Images**

03/11/2018 ANNUAL REPORT	View image in PDF format
02/07/2017 ANNUAL REPORT	View image in PDF format
03/30/2016 ANNUAL REPORT	View image in PDF format
02/02/2015 ANNUAL REPORT	View image in PDF format
04/25/2014 ANNUAL REPORT	View image in PDF format
03/30/2013 ANNUAL REPORT	View image in PDF format
02/22/2012 ANNUAL REPORT	View image in PDF format
01/30/2012 Reg. Agent Change	View image in PDF format
07/01/2011 Reg. Agent Change	View image in PDF format
06/10/2011 Reg. Agent Resignation	View image in PDF format
05/20/2011 ANNUAL REPORT	View image in PDF format
02/25/2011 ANNUAL REPORT	View image in PDF format
03/26/2010 ANNUAL REPORT	View image in PDF format
02/15/2010 ANNUAL REPORT	View image in PDF format
06/22/2009 ANNUAL REPORT	View image in PDF format
06/30/2008 ANNUAL REPORT	View image in PDF format
03/28/2007 ANNUAL REPORT	View image in PDF format
03/05/2007 Amendment	View image in PDF format

07/10/2006 ANNUAL REPORT	View image in PDF format
12/19/2005 REINSTATEMENT	View image in PDF format
01/03/2005 Reg. Agent Change	View image in PDF format
04/12/2004 ANNUAL REPORT	View image in PDF format
05/27/2003 ANNUAL REPORT	View image in PDF format
10/04/2002 Reg. Agent Change	View image in PDF format
07/25/2002 ANNUAL REPORT	View image in PDF format
01/11/2001 ANNUAL REPORT	View image in PDF format
05/02/2000 ANNUAL REPORT	View image in PDF format
07/20/1999 ANNUAL REPORT	View image in PDF format
11/12/1998 Reg. Agent Change	View image in PDF format
03/13/1998 ANNUAL REPORT	View image in PDF format
05/01/1997 ANNUAL REPORT	View image in PDF format
03/11/1996 ANNUAL REPORT	View image in PDF format
05/01/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



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

# **Detail by Entity Name**

Florida Profit Corporation BRANCH MORTGAGE SERVICES, INC.

**Filing Information** 

**Document Number** 475829 **FEI/EIN Number** 59-1754318 **Date Filed** 04/28/1975

State FL

**Status ACTIVE** 

**Principal Address** 

1850 S OCEAN BLVD

#105

POMPANO BEACH, FL 33062

Changed: 04/17/2009

**Mailing Address** 

1850 S OCEAN BLVD

#105

POMPANO BEACH, FL 33062

Changed: 04/17/2009

**Registered Agent Name & Address** 

KOACH, MARIE

1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062

Name Changed: 03/03/2012

Address Changed: 04/21/2003

Officer/Director Detail

Name & Address

Title PD

KOACH, GLENN S. 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062

Title D

KOACH, MARIE T 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062

# **Annual Reports**

Report Year	Filed Date
2016	03/16/2016
2017	03/12/2017
2018	03/08/2018

# **Document Images**

03/08/2018 ANNUAL REPORT	View image in PDF format
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02/22/2015 ANNUAL REPORT	View image in PDF format
03/20/2014 ANNUAL REPORT	View image in PDF format
01/23/2013 ANNUAL REPORT	View image in PDF format
03/03/2012 ANNUAL REPORT	View image in PDF format
02/05/2011 ANNUAL REPORT	View image in PDF format
03/20/2010 ANNUAL REPORT	View image in PDF format
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03/10/2004 ANNUAL REPORT	View image in PDF format
04/21/2003 ANNUAL REPORT	View image in PDF format
02/05/2003 Reg. Agent Change	View image in PDF format
05/02/2002 ANNUAL REPORT	View image in PDF format
04/04/2001 ANNUAL REPORT	View image in PDF format
05/02/2000 ANNUAL REPORT	View image in PDF format
04/20/1999 ANNUAL REPORT	View image in PDF format
04/14/1998 ANNUAL REPORT	View image in PDF format
04/08/1997 ANNUAL REPORT	View image in PDF format
07/01/1996 ANNUAL REPORT	View image in PDF format
06/23/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

CFN # 108389804, OR BK 45966 Page 61, Page 1 of 1, Recorded 02/06/2009 at 09:07 AM, Broward County Commission, Deputy Clerk 3075

CEN # 108246782, OR BK 45805 Page 106, Page 1 of 1, Recorded 11/12/2009 at 03:35 PM, Broward County Commission, Deputy Clerk 1037

16

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: COWE-07-7123 DIVISION: 82

HSBC BANK NEVADA, N.A., FKA HOUSEHOLD BANK (SB), N.A., a corporation,

Plaintiff,

VS.

JOSE C. COELHO,

Defendant(s),



#### FINAL JUDGMENT

The Court finding the Defendant(s) in Default of the Stipulation is/are still indebted to the Plaintiff in the sum of \$6,047.38, it is:

ADJUDGED that the Plaintiff, HSBC Bank Nevada, N.A., Ika Household Bank (SB), N.A., a corporation, recover from the Defendant(s), Jose C. Coelho, the sum of \$6,047.38, and costs herein taxed at \$275.00 and attorney's fees of \$400.00, making a subtotal of \$6,722.38 that shall bear interest at the rate provided by F.S. 55.03, and in addition prejudgment interest of \$135.58, for all of which let execution issue.

This Judgment shall bear interest at the rate of eleven percent (11%) per annum, from date of entry until satisfied.

DONE AND ORDERED at Plantation, Broward County, Florida this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2008.

County County Judge

Copies to:

Kristina Y. Lunsford BRAY & LUNSFORD, P.A. Attorneys for Plaintiff P.O. Box 53197 Jacksonville, FL 32201-3197

Jose C. Coelho Defendant 4851 Godfrey Road Parkland, FL 33064 SSN: PLAINTIFF'S ADDRESS (F.S. 55.10) HSBC Bank Nevada, N.A., fka Household Bank (SB), N.A. 1111 Town Center Drive Las Vegas, NV 89128

0



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this day of Lorry administrator.

Bertha Henry,

Deputy Clerk

CFN # 110169896, OR BK 48062 Page 434, Page 1 of 1, Recorded 07/25/2011 at 11:54 AM, Broward County Commission, Deputy Clerk 1922

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3351

Department of the Treasury - Internal Revenue Service

### **Notice of Federal Tax Lien**

(Rev. February 2004)	
A = 0.01	

Form 668 (Y)(c)

Serial Number

For Optional Use by Recording Office

SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 829-3903

800577411

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JOSE COSTA COELHO

Residence

3846 CORAL TREE CIR COCONUT CREEK, FL 33073-4433

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
CIVP	12/31/2006 03/31/2008		03/16/2009 03/16/2009	04/15/2019 04/15/2019	27840.09 939.26
+ . \$ + + + +					
		·			
Place of Filing	County Browar	Courthouse d County uderdale, FL 3	3301	Total	\$ 28779.35
This notice w	as prepared and s	signed atBA	LTIMORE, MD	,	, on this,
the141	th day of Jul	y , <u>2011</u> .			
Signature for FRED		Afgaverace	Title ACS SBS (800) 8		23-00-0008

Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004) CAT. NO 60025X

Y

#### PREPARED BY AND RETURN TO:

Name: HENRY R. ZIPPAY, JR., ESQUIRE Address: 633 S. E. 3<sup>rd</sup> Avenue, Suite 201 Fort Lauderdale, FL 33301-3151

Property Appraiser's Parcel Identification (Folio) Number:

4842 14 12 1880

Grantee(s) SSN:

THIS QUIT-CLAIM DEED, executed this <u>/3r</u> day of <u>August</u> A.D. 2008, by

JOSE C. COELHO and MARIA PAULA PELLEGRIN COELHO, his wife,

first party, to

JOSE C. COELHO, a married man,

whose post office address is: 2755 N. W. 19 Street, Pompano Beach, FL 33069

second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of **\$TEN DOLLARS (\$10.00)**, 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, to-wit:

Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

a/k/a 4339 N. W. 4 Avenue, Deerfield Beach, FL 33064

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.

THIS QUIT-CLAIM DEED IS BEING SIGNED AND RECORDED IN ACCORD WITH THAT MARITAL SETTLEMENT AGREEMENT ENTERED INTO BY THE PARTIES IN THAT ACTION FILED IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA AND STYLED AS: IN RE: THE MARRIAGE OF MARIA PAULA PELLEGRIN COELHO, Petitioner, and JOSE C. COELHO, Respondent, and MARIA PAULA PELLEGRIN COELHO, Third Party Plaintiff, vs. SHALOM CARPENTRY, INC., Third Party Defendant, CASE NO. 50 2006 DRW 4855 XXXXSB, Division: FY.

THE INVOLVED PROPERTY IS NOT HOMESTEAD PROPERTY.

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:	
· · · · · · · · · · · · · · · · · · ·	$(\mathcal{C})$
Witness Signature (ds to first Granter)	Grantor Signature
HENTY Z. ZIPDAINT	JOSE C. COELHO
Printed Name	Printed Name
Witness Signature (as to first Granton)	2755 N. W. 19 Street, Pompano Beach, FL 33069 Post Office Address
Susan A. Diaring	$O \sim O \sim$
Printed Name	(utaul Follow & Joelly
Wijness Signature (as to Co-Grantor, if any)	Co-Grantor Signature, if any
Printed Name	MARIA PAULA PELLEGRIN COELHO Printed Name
The state of the s	22432 MARTELLA AVENUE
Witness Signature (as to Co-Grantor, if any)	Post Office Address BOCA RATON, FL 33433
V. Servece	
Printed-Name	
STATE OF FLORIDA COUNTY OF BROWARD	
AN	ARIA Paula Pellegriw Coelho fore me, an officer duly authorized to administer oaths and take
I HEREBY CERTIFY that on this day, be acknowledgment, personally appeared JOSE C	efore me, an officer duly authorized to administer oaths and take <del>. COELHO</del> , known to me to be the person described in and who
executed the foregoing instrument, who acknow	riedged before me that he executed the same, that I relied upon
the following form of identification of the above-r that an oath (was)(was not) taken.	named person, and
	on County and State last of areasid this Office as Marie
2008.	ne County and State last aforesaid this the day of the
	MITRICAS tate of Florida
why commission Expires.	DD520467 Notary Public
Wiy October Grand	5 Mai. 22, 2010
OTATE OF SLODIDA	
STATE OF FLORIDA COUNTY OF BROWARD	
	JOSE C. COETHO
acknowledgment, personally appeared MARIA	fore me, an officer duly authorized to administer oaths and take PAULA PELLIGRIN COELHO, known to me to be the person
described in and who executed the foregoing in	strument, who acknowledged before me that she executed the
	form of identification of the above-named person, dithat an oath (was)(was not) taken.
	ne County and State last aforesaid this Ist day of Quaguar,
2008.	
	Ausan (e. During Notary Public
My Commission Expires:	Notary Public
SUSAN A DE	Artises
EXPIRES: Februal Bonded Thru Budget N	
<b>7.</b> 1. 7.	

CFN # 102340421, OR BK 33958 Page 533, Page 1 of 1, Recorded 10/17/2002 at 11:10 AM, Broward County Commission, Doc. D \$472.50 Deputy Clerk 2185

OCT-01-2002 TUE 09:31 AM PALM TITLE SERVICES

FAX NO. 561 367 0559

P. 11

THIS INSTRUMENT PREPARED BY AND RETURN TO: LAURETTE M. LACHANCE PALM TITLE SERVICES, INC. 165 E. PALMETTO PARK ROAD BOCA RATON, FLORIDA 33432

Property Appraisers Parcel Identification (Folic) Numbers: 8214-12-1880

Grantee SS #:

\_SPACE ABOVE THIS LINE FOR RECORDING DATA\_\_\_\_

THIS WARRANTY DEED, made the 30th day of September, A.D. 2002 by HARVARD CORPORATION, A FLORIDA CORPORATION, herein called the grantor, to JOSE C. COELHO, A MARRIED MAN whose post office address is 4339 NW 4TH AVENUE, POMPANO BEACH, FL. 33061, hereinafter called the Grantee: (Whurusur used herein the terms "granier" and "granies" include all the parties to this instrument and the heirs, legel representatives and assigns of inclviduals, and the succursors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, selfs, allons, remisos, roleases, convoys and confirms unto the grantoe all that certain land situate in SROWARD COUNTY County, State of Florida, viz:

LOT 29 IN BLOCK 4 OF LAKE ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 79, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Subject to easements, restrictions and reservations of record and to taxes for the year 2002 and thereafter.

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

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

AND, the granter hereby covenants with said grantee that the granter is lawfully seized of said land in fee simple; that the granter has good right and lawful authority to soll and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

#1 Printed Name

Solvina Witness #2 Printed Name

STATE OF CALIFORNIA COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15+ day of October , 20<u>0 2 by</u> GLEN KOOCH, PRESIDENT OF HARVARD CORPORATION, A FLORIDA CORPORATION on behalf of the corporation. He/she is personally FLDL known to me or has produced \_\_\_\_ \_ as identification.

SEAL

ary Signature adin

CORPORATION

HARVARD COMPORATION, A FLORIDA

4339 NW 4TH AVENUE, POMPANO BEACH, FLORIDA 33061

GLEN KOOCH, PRESIDENT

My Commission Ex Hed Notary Signature

F## # 02-454





# Tives & Pront in payment of tares the size first to Linguis personal preperty, Purevent theories F1-134. Ge red Acts of 1921. T. JESSINSUN, County A 'ministrator exert for DEPT OF NI FEMUE. SELL OF FIRSTON.

or Then B Benefe

## AGREEMENT FOR DEED

			Deputy Clark	
RTICLES OF AGREEMENT, made this 27 day of	Dece	mber	19 <u>84</u>	
RTICLES OF AGREEMENT, made this 27 day of setween HARVARD CORPORATION, a Florida Corporation .O. Box 915 Pompano Beach, Florida 33061, party of t	he first	t part	and	

BRANCH MORTGAGE SERVICES, INC.

P.O. Box 2200 Pompano Beach, Florida

party of the second part.

premium on any existing mortgages.

WITNESSETH, That if the said party of the second part shall first make the payments and perform all the covenants hereinafter mentioned on second party's part to be made and performed, the said party of the first part hereby covenants and agrees to convey to the said party of the second part by quit claim deed its title in the following described land, situate lying and being in Broward County, Florida known and described as follows to wit: Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, page 39, of the Public Records of Broward County, Florida.

Subject to restrictions, easements, and reservations of record, zoning ordinances, taxes for the current year and all subsequent years.

And the said party of the second part hereby covenants and agrees to pay the said party of the first part its successors and/or assigns the sum of Fifty-nine Thousand (\$59,000.00)

DOLLARS in the following manner:

\$1,000.00 (receipt whereof is hereby acknowledged). Initial principal balance of \$50,000.00 together with interest thereon from date above first written at the rate of \$11.00% per cent per annum until the principal is paid; said interest payable monthly on the First day of each and every month. Initial interest payable in installments of \$531.00 each on the First day of each and every month, beginning the First day of February 1965, and continuing until the First day of January 2004, at which time the total principal balance will be due and payable in addition to the interest payment; party of the second part shall pay each month to the party of the first part an amount equal to one-twelfth of the estimated annual taxes, assessments and fire and windstorm and flood insurance premiums and also mortgage insurance

Parties of the second part agree to pay all bills for taxes, assessments and insurance, exceeding the estimated escrow payments and charges for waste collection, and any other amounts due as provided herein promptly as they are presented, in addition to the payments herein agreed upon.

The party of the second part hereby agrees to pay all taxes, assessments or impositions that may be legally levied or imposed on said land and to keep the buildings upon said premises insured in some company satisfactory to the party of the first part in a sum not less than the highest insurable flood, fire and extended evaluation during the term of this Agreement.

Except, as provided for elsewhere herein, upon breach of the said party of the second part to make either of the payments, or any part thereof, or to perform any of the covenants hereby made and entered into, or if party of the second part violates any of the terms of this agreement, the party of the first part, at its sole option, may declare all of the sums secured by this instrument to be immediately due and payable, without further demand, and may foreclose this agreement by judicial proceedings. The party of the first part shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys fees, including fees on appeal, and costs of documentary evidence, abstracts and title reports.

The total principal balance may be paid in whole at any time.

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Party of the second part hereby warrant and agree that said party will not incur any indebtedness, encumbrances, security interests, or contract for deed, which could become a lien against this property without the express consent of the party of the first part in writing, said written consent may be withheld at the sole discretion of the party of the first part. Any violation of this restriction may be construed by the party of the first part, if he should so elect, as a violation of this Agreement and may, at the option of the party of the first part, cause this Agreement to be in default.

Party of the second part shall keep said land and the buildings and improvements now or hereafter situate thereon in good order and repair, and to permit, or commit or suffer no waste impairment or deterioration of said property or any part thereof. No changes or additions to the property shall be made without the express consent of the party of the first part in writing, said written consent may be withheld at the sole discretion of the party of the first part.

It is mutually agreed by and between the parties hereto, that time is of the essence, and that the time of payment shall be an essential part of this contract.

Any payment not received by the due date as set forth herein shall constitute a default by the party of the second part. Party of the second part shall have no liability whatsoever under this Agreement and the party of the first part will look only to the land for payment of the total principal balance and any other sums accrued herein. Upon default in monthly payments or any other obligations by the parties of the second part, the total balance under this Agreement shall, at the option of the party of the first part, immediately become due and payable.

If party of the second part fails to perform any of the covenants or terms contained in this agreement, or violates any of the terms of this agreement, or if any proceedings or legal action, is brought against the party of the second part, which would materially affect the interest of the party of the second part in the property, including, but not limited to, eminent domain, insolvency, proceedings involving a bankruptcy, or decedent, or if it becomes necessary to defend or uphold this agreement or any part thereof, then the party of the first part, at its sole option, upon notice to the party of the second part may disburse such sums and take such actions as is necessary to protect the party of the first parts interest, including but not limited to disbursements of reasonable attorneys fees and any amounts disbursed pursuant to here, by the party of the first part with interest thereon, shall become additional principal amounts due by the party of the second part and secured by this agreement. Unless otherwise agreed upon, such amounts expended, shall be payable upon notice to the party of the first part upon request thereof, and shall bear interest from date of disbursement at the rate stated in this agreement, unless payment of interest at such rate would be contrary to applicable law, in which event such amount should bear interest at the highest or rate permissable by law. Nothing contained herein shall require the party of the first part to incur any expenses or undertake one actions becaused. the first part to incur any expenses or undertake any actions hereunder.

All remedies provided in this instrument are distinctive and cumulative to any other right or remedy under said agreement or afforded by law or equity and may be exercised concurrently and independently or successively, any fore-bearance by the party of the first part in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not constitute a wavier or preclude the exercise of any right or remedy hereunder.

Party of the second part shall not sell or agree to sell this property or assign this contract without the express written consent of the first party and in the event such is done without said consent, the total principal balance with interest shall become due and payable, in full, at once, said written consent may be withheld at the sole discretion of the party of the first part. The words "sold" or "assigned" are also to be construed as a restriction against renting or leasing to a third party without first party's express written consent at its sole discretion. Prior consent by the party of the first part shall not constitute a waiver of the restrictions in this paragraph in the event of subsequent sale, assignment, agreement for sale, or renting or leasing to a third party without first party's express written consent at its sole discretion.

Party of the first part shall have the right to sell this property and any buyer shall take title subject to the terms and conditions of this Agreement.

Parties of the second part agree to pay all costs of collection including a reasonable attorney's fee and including fees on appeal.

Property insurance protecting the subject property against fire, flood, and other perils is required with said insurance payable as directed by party of the first part. Party of the first part must appear as additionally insured on all required insurances, and any mortgagee must also appear as additionally insured under the loss payee insured policy clause as directed by party of the first part.

Party of the first part shall have the right to change the rate of interest stated in this agreement at any time, and the new interest payable on the initial principal balance shall be at such rate as party of the first part shall specify effective upon thirty days notice to party of the second part.

Should any one or more provisions of this agreement be determined to be illegal or unenforceable, this agreement shall be null and void and the party of the second part shall receive from the party of the first part the initial payment as stated herein and the party of the second part shall have no further rights pursuant to this agreement and party of the first part shall have the immediate right to exclusively possess the property.

After eighteen months from the date of this agreement the principal balance shall be increased an additional ten percent of the initial balance stated on page one hereof for payoff purposes including but not limited to foreclosure, condemnation, payment, operation of law, and default.

Party of the first part may make or cause to be made reasonable entries upon and inspections of the property, provided party of the first part shall give party of the second part notice prior to any such inspection.

There will be a late penalty charge of \$30.00 per month for any payments received more than five days late, however nothing to the contrary contained herein, shall prevent the party of the first part from declaring the party of the second part to be in default and proceeding under his available legal and/or equitable remedies as set forth by the laws of the State of Florida.

In the event the party of the first part defaults under this agreement, the party of the second part rights in law and/or equity are limited to the recovery of the initial payment as stated herein as liquidated damages for such failure to carry out this agreement. The parties agree that such damages are the sole remedy of the party of the second part, and that at the time of the execution of this agreement it would be impractical and extremely difficult to fix the actual damages that would flow from the party of the first part's failure to consumate the transaction.

This agreement is subject to party of the first part acquiring title to the above described property under separate contract and on party of the second part having a credit report acceptable to party of the first part.

If the premises, or any part thereof, be condemned under the power of eminent domain or acquired for a public use, the whole principal balance under this agreement shall immediately become due and payable.

Herein the terms party of the first part and party of the second part shall be construed to include masculine, feminine, singular or plural as the contract indicates.

MEC 12246 PAGE 8:6

(Seal)

IN WITNESS WHEREOF, the parties to these presents have hereinto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in our Presence:

(as to all parties)

	HARVARD CORPORATION	
Cas to all parties) by	Say /	_(Seal)
Donna Demandos	George Kooch, President	
(as to all parties)		_(Seal)
(as so asi parties, //		
STATE OF FLORIDA, COUNTY OF BROWARD		
I HEREBY CERTIFY that on this da in the State aforesaid and in the Coupersonally appeared Green keep	intv aforesaid to take acknowled	uthorized gements,
to be known to be the person describinstrument and acknowledged bame.	sed in and who executed the fore sefore me that $\# \ell$ executed th	going e
witness my hand and official sea this gth day of JANUAR	il in the County and State last	aforesaid
My Commission Expires:		
MOTARY PUREIC STATE OF FEORIDA	alice B Branch	
क्षेत्र द्वाभागाः रावेश होगाः दश्या गर्गाष्ट्रवेश स्वाद्यास्य १५१६ दश्यामान्य १६६, उपारः	Notary Public, State of Riori	da
	BRANCH MORTGAGE SERVICES, INC	And the second
	BRANCH MUNICIPALE SERVECES, INC	4
b	1: Lake 17	_(Seal)
(as to all parties)	- <del> </del>	_

RECORDED IN the DIFFCUTE RECORDS ROLLS OF ORDINARD COUNTY, FEDRIDA F. T. JOHNSON CHUNTY ADMINISTRATOR

CFN # 102340422, OR BK 33958 Page 534, Page 1 of 28, Recorded 10/17/2002 at 11:10 AM, Broward County Commission, Doc M: \$200.90 Int. Tax \$114.75 Deputy Clerk 2185

Return To: 02-454
FREMONT INVESTMENT & LOAN
P.O. BOX 14242

ORANGE, CA 92863

Palm Title Services, Inc.

165 E. Palmetto Park Rd.

This document was preparted dryRaton, FL 33432

BARBARA LICON

- [Space Above This Line For Recording Data]

# **MORTGAGE**

# DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 30, 2002 together with all Riders to this document.

(B) "Borrower" is JOSE C. COELHO, A MARRIED PERSON

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is FREMONT INVESTMENT & LOAN

Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA** 

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

Form 3010 1/01

-6(FL) (0005)

Page 1 of 16

VMP MORTGAGE FORMS - (800)521-291

Lender's address is 175 N. RIVERVIEW DRIVE, ANAHEIM CA 92808 Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated September 30, 2002
The Note states that Borrower owes Lender Fifty-Seven Thousand, Three Hundred
Seventy-Five and No/100Dollars
(U.S.\$ 57,375.00 ) 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, 2032 .  (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider Balloon Rider VA Rider Condominium Rider Planned Unit Development Rider Biweekly Payment Rider Other(s) [specify]

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials:



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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]:

[Name of Recording Jurisdiction]:

LOT 29 IN BLOCK 4 OF LAKE ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 79, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Parcel ID Number: 484214121880 4339 NW 4TH AVE POMPANO BEACH ("Property Address"): which currently has the address of [Street] [City], Florida 33061 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Page 3 of 16

-6(FL) (0005)

Initials:

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return 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

Initiale:

-6(FL) (0005) Page 4 of 16 Form 3010 1/01

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless

Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

in the order provided for in Section 2.

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

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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

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

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

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

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

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

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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,

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

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

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

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

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

Initials:

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

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

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

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



-6(FL) (0005)

Page 14 of 16

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

Signed, scaled and delivered in the presence of:

Signed, sealed and delivered in the presence of:	the ordinalia	(Seal)
UACALYN W. HARRIS	√10SE C. COELHO	-Borrower
Jamme J. Holiday		(Address)
Townie L. Holiday		(Seal) -Borrower
		(Address)
(Seal)		(Seal)
-Borrower		-Borrower
(Address)		(Address)
(Seal)		(Seal)
-Borrower		-Borrower
(Address)		(Address)
(Seal)		(Seal)
-Borrower		-Borrower
(Address)		(Address)

OR BK 33958 PG 549, Page 16 of 2

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

ASS C Coming

County ss: talm to a

who is personally known to me or who has produced TQ. Dr. L

as identification.

Notary Public

JACALYN W. HARRIS

IACALYN W. HARRIS

IAC COMMISSION # CC 992628

EXPIRES: March 31, 2005

Smitter Three Notary Public Underwriters

Initials:

-6(FL) (0005)

Page 16 of 16

# ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **30th** day of **September 2002**, 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

FREMONT INVESTMENT & LOAN

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

4339 NW 4TH AVENUE POMPAND BEACH, FL 33061

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500 changes in the interest rate and the monthly payments, as follows:

%. The Note provides for

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

(A) Change Dates

The interest rate I will pay may change on the first day of October 2004, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

-899R (0009)

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

(B)	The I	ndex
_		

(=) ==== ==============================
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:
the average of interbank offered rates for six-month U.S. dollar-denominated
deposits in the London market ("LIBOR"), as published in the WALL STREET
JOURNAL.
The most recent Index figure available as of the date: X 45 days
before each 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.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding
Six and Ninety-Nine Hundredths percentage points
( 6.9900 %) to the Current Index. The Note Holder will then round the result of this
addition to the X Nearest Next Highest Next Lowest One-Eighth
( <b>0.125</b> %). Subject to
the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next
Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to
repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new
interest rate in substantially equal payments. The result of this calculation will be the new amount of my
monthly payment.
☐ Interest-Only Period
The "Interest-only Period" is the period from the date of this Note through N/A.
For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will
then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues
on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly
payment.
The "Amortization Period" is the period after the interest-only period. For the amortization period, after
calculating my new interest rate as provided above, the Note Holder will then determine the amount of the
monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the
Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result
of this calculation will be the new amount of my monthly payment.
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899R (0009)

Page 2 of 5

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(D) Limits on Interest Rate Changes (Please check appropriate boxes; if no box is checked, t	there will be no maximum limit on
changes.)	
(1) There will be no maximum limit on interest rate change	s.
(2) The interest rate I am required to pay at the first	
12.500 % or less than 9.5000 su  (3) My interest rate will never be increased or decreased or	any single Change Date by more than
One and One-Half	percentage
points ( 1.5000 %) from the r	ate of interest I have been paying for the
preceding period.	
(4) My interest rate will never be greater than 16.5000	%, which is called the
"Maximum Rate."	
	%, which is called the
"Minimum Rate,"	
(6) My interest rate will never be less than the initial interest	
(7) The interest rate I am required to pay at the first	
12.500 % or less than 9.5000 interest rate will never be increased or decreased on a	subsequent %. Thereafter, my
	• •
One and One-Half	percentage points
	rest I have been paying for the preceding
period.	

### (E) Effective Date of Changes

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

# (F) Notice of Changes

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



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OR BK 33958 PG 553, Page 20 of 2

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

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

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

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

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

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

Initials:

-899R (0009)

GNING BELOW, Borrower accepts and agrees to the terms and covenants contained in	n this
Rate Rider (Seal) (Seal)	(Seal)
	orrower
(Seal)(S	(Seal)
-Borrower -Borr	orrower
(Seal)(S	(Seal)
-Borrower -Borr	orrower
(Seal)(S	(Seal)
-Borrower -Borr	orrower

# 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this  $30\,th$  day of September 2002 , 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

FREMONT INVESTMENT & LOAN

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 4339 NW 4TH AVE

POMPANO BEACH, FL 33061

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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D-57R (0008)

Page 1 of 4 VMP MORTGAGE FORMS - (800)521-7291



- **B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- **F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

nitials:

-57R (0008)

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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-57R (0008)

BY SIGNING BELOW, Borro Family Rider.	wer accepts and agrees to the terms as	nd provisions contained in this 1-4
JOSE C. COELHO	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
(0008)	Page 4 of 4	Form 3170 1/01

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30th** day of **September 2002** , 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 **FREMONT INVESTMENT & LOAN** 

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 4339 NW 4TH AVENUE POMPANO BEACH, FL 33061

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as LAKE ISLAND

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

Page 1 of 3

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**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for 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, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 or the common areas and facilities of the PUD, 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 PUD, 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 PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials:

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Page 2 of 3

BY SIGNING BELOW, Borrower Rider.	accepts and agrees to the t	erms and provisions contained in this PUD
Helattal Belle	(Seal)	(Seal)
SOSE C. COELHO	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
7R (0008)	Page 3 of 3	Form 3150 1/01

CFN # 108353245, OR BK 45924 Page 1227, Page 1 of 6, Recorded 01/15/2009 at 03:49 PM, Broward County Commission, Deputy Clerk 3075

#### **DOCUMENT COVER PAGE**

(Space above this line reserved for recording diffice uss.)

Document Title:	it Title: Judgment Establishing Charging Lien			
	( Warrenty Deed, Mortgage, Affidavit, etc. )			
Executed By:	The Honorable Martin H. Colin			
	·			
To:	Henry R. Zippay, Jr., Esquire			
Drief Land Beauthaten	Folio # 4842 28 27 0040; Folio # 4842 14 12 1880;			
_				
(if applicable)	Folio # 4842 14 12 2470; Folio # 4843 06 AG 0040			

#### Return Recorded Document to:

Henry R. Zippay, Jr., Esquire 633 SE 3 Avenue, Suite 201 Fort Lauderdale, FL 33301-3151 CFN # 108353245, OR BK 45924 PG 1228, Page 2 of 6

#### IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2006 DRW 4855 XXXXSB

Division: FY

IN RE: THE MARRIAGE OF

MARIA PAULA PELLEGRIN COELHO,

Petitioner/Counter-Respondent,

and

JOSE C. COELHO,

Respondent/Counter-Petitioner,

and

MARIA PAULA PELLEGRIN COELHO,

Third Party Plaintiff,

VS.

SHALOM CARPENTRY, INC.,

Third Party Defendant.

ORIGINAL FILED
South County Branch

DEC 15 2008

SHARON R. BOCK Clerk & Comptroller

#### JUDGMENT ESTABLISHING CHARGING LIEN

THIS CAUSE, coming on to be heard on HENRY R. ZIPPAY, JR., ESQUIRE'S Motion for Adjudication of Attorney's Charging Lien and the Court, after hearing argument of Movant, the expert witness as to attorney's fees, receiving the contract between the parties and being otherwise fully advised in the premises, finds as follows:

A. That HENRY R. ZIPPAY, JR., ESQUIRE represented the Respondent/Counter-Petitioner, Former Husband, JOSE C. COELHO, in the involved proceeding.



- B. That HENRY R. ZIPPAY, JR., ESQUIRE and the Respondent/Counter-Petitioner/Former Husbandf, JOSE C. COELHO, entered into a fee agreement dated March 28, 2006, said agreement being signed by the Petitioner/Counter-Respondent.
- C. That HENRY R. ZIPPAY, JR., ESQUIRE expended 178.0 hours in his representation of the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO, said hours being reasonable given the facts and assets of the involved proceeding.
- D. That HENRY R. ZIPPAY, JR., ESQUIRE and the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO,, agreed in writing that the hourly rate of HENRY R. ZIPPAY, JR., ESQUIRE would be \$300.00 per hour, said hourly rate being reasonable and an amount customarily charged by attorney in Broward County, Florida.
- E. That HENRY R. ZIPPAY, JR., ESQUIRE expended and incurred unreimbursed costs in the representation of the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO,, in the amount of \$3,746.02.
- F. That reasonable attorney's fees based upon the hours expended and the hourly rate are \$53,400.00 (178.0 hours at \$300.00 per hour).
  - G. That unreimbursed costs are \$3,746.02.
- H. That the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO, paid sums totaling \$18,000.00 to HENRY R. ZIPPAY, JR., ESQUIRE, leaving a balance due and owing of \$39,146.02 (\$53,400.00 + \$3,746.02 \$18,000.00).

It is thereupon

#### ADJUDGED:

- 1. That HENRY R. ZIPPAY, JR., ESQUIRE is hereby awarded a Charging Lien, said Charging Lien in the amount of \$39,146.02, which includes attorney's fees and unreimbursed costs expended in behalf of the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO,, and said Charging Lien in the amount so described shall be assessed against all property received by the Respondent/Counter-Petitioner/Former Husband, JOSE C. COELHO,, including and more specifically said Charging Lien shall be assessed against the following described real property:
  - A. Real property located at 2755 N. W. 19 Street, Pompano Beach, FL 33069, the legal description of which is on Exhibit "A" attached hereto Folio No. 4842 28 27 0040
  - B. Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

a/k/a 4339 N. W. 4 Avenue, Deerfield Beach, FL 33064 Folio No. 4842 14 12 1880

- C. Lot 88 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, at Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida
  - a/k/a 4320 N. W. 5 Avenue, Deerfield Beach, FL 33064 Folio No. 4842 14 12 2470
- D. Unit No. 104, BROOKFIELD GARDENS CONDOMINIUM ONE, a Condominium according to the Declaration of Condominium recorded in Official Records Book 4836, Page 100 and Amendments thereto, of the Public Records of Broward County, Florida

a/k/a 501 S. E. 8 Street, #104, Deerfield Beach, FL Folio No. 4843 06 AG 0040

E. Lot 17, Block 3, BOCA RIO HEIGHTS PLAT NO. 2, according to the Plat thereof recorded in Plat Book 47, Page 116, of the Public Records of Palm Beach County, Florida

a/k/a 22432 Martella Avenue, Boca Raton, FL 33433 Folio No. 00-42-47-29-06-003-0170

 That the Court specifically reserves jurisdiction for the enforcement and/or foreclosure of this Judgment Establishing Charging Lien and/or Charging Lien and any and such further relief as this Court deems just and proper.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, this 15 day of \_\_\_\_\_\_\_\_, 200 \_\_\_\_\_

CIRCUIT JUDGE

Copies furnished:

Henry R. Zippay, Jr., Esquire

Jose C. Coelho, 2755 N. W. 19 Street, Pompano Beach, FL 33069

CFN # 108353245, OR BK 45924 PG1232, Page

#### LEGAL DESCRIPTION OF UNIT A-4

A Parcel of land in Parcel I, of "ALPHA 250" as recorded in Plat Book 156, Page 26 of the Official Records of Broward County, Florida, whose boundary is more perticularly

Commencing at the Northwest corner of said Parcel I, Thence run along the North line of Parcel I, North \$8 Degrees 40 Minutes 52 Seconds East, for a distance of 161.00 feet; thence run Seath 01 Degrees 28 Seconds 09 Minutes East, for a distance of 35.84 feet to a point at the Northeast corner of Building "A", thence continue South 01 Degrees 28 Seconds 89 Minutes East along the East building line, for a distance of \$5.75 feet to the Parcel OF MINUTES Co. of this description: TO SECULOG of this description;

E. Sand & Degrees 28 Minutes 09 Seconds East, for a distance of 27.00 feet;

see Seeds 31 Degrees 31 Minutes 51 Seconds West, for a distance of 76.00 feet;

\*\* Degrees 28 Minutes 09 Seconds West, for a distance of 8.00 feet;

31 Minutes 51 Seconds West, for a distance of 0.67' feet;

the Degree 28 Minutes 09 Seconds West, for a distance of 11.00 feet;

Management M. Minister S1 Seconds East, for a distance of 0.67 feet;

. 38 Misseum 39 Seconds West, for a distance of 8.00 feet;

e, rue North # Dagram %: Migram 5: Seconds East, for a distance of 76.00 feet;

To the POINT OF BRICEWINE

STATE OF FLORIDA . PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 23 DAY OF December

SHARON R. BOCK CLERK & COMPTROLLER

DEPUTY A

**EXHIBIT** 

2

Prepared by and return to: Patricia A. Rathburn Esq. Rathburn Bennett PLLC 500 SE 17<sup>th</sup> Street #323 Fort Lauderdale, FL 33316

#### **CLAIM OF LIEN**

BEFORE ME, the undersigned notary public, personally appeared Patricia Rathburn, who was duly sworn and says that she is the authorized agent for Pompano Lakes Homeowners Association, Inc. ("Association") the lienor herein, whose address is 311 NW 46 Street Pompano Beach, Florida 33064; and

That pursuant to the provisions of the Declaration of Covenants and Restrictions for Pompano Lakes Homeowners Association, Inc. recorded in OR Book 5784 at pages 660 of the Public Records of Broward County Florida, the Association claims a lien against the real property described below (the "Property") hereby claims a lien for unpaid assessments against the following described real property in Broward County, Florida:

Lot 29, Block 4, LAKE ISLAND PB 79 PAGE 39 of the Public Records of Broward County, Florida a/k/a 4339 NW 4<sup>th</sup> Avenue, Deerfield Beach, FL 33064 Owner(s): Jose C. Coelho

Maintenance from 1/01/07 through 6/30/08	\$ 540.00
Maintenance from 7/1/09 through 12/31/10	\$1,050.00
Maintenance from 1/1/2011 through 09/30/14	\$1,800.00
	5 \$3 390 00

Interest Charges due @ 9% per annum

This Claim of Lien shall secure all unpaid assessments, interest, late charges, costs and attorney's fees which are now due and which may accrue subsequent to the date of this Claim of Dien.

Patricia A. Rathburn, Esq. Authorized Agent of POMPANO LAKES HOMEOWNERS

ASSOCIATION, INC.

z)

#### STATE OF FLORIDA COUNTY OF BROWARD

Sworn to and subscribed before me on this 3rd day of November, 2014, by Patricia A. Rathburn, Esq. as authorized agent for Pompano Lakes Homeowners Association, Inc. who is personally known to me or who produced \_\_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC MY COMMISSION EXPIRES:

NOTARY PUBLIC-STATE OF FLORIDA
Theresa Montalbano Bennett
Commission # EE081262
Expires: APR. 05, 2015
BONDED THRU ATLANTIC BONDING CO, INC.

INSTR # 114137730 Page 1 of 1, Recorded 01/06/2017 at 03:14 PM Broward County Commission, Deputy Clerk ERECORD

Case Number: COCE-17-000216 Division: 51

Filing # 50830948 E-Filed 01/05/2017 04:31:41 PM

#### IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

POMPANO LAKES HOMEOWNERS	
ASSOCIATION, INC.	
Plaintiff,	Case No
V.	
JOSE C. COELHO, UNKNOWN SPOUSE OF	JOSE C. COELHO,
HSBC BANK NEVADA, N.A. fka HOUSEHO	OLD BANK (SB), N.A.,
HENRY R. ZIPPAY, JR., DEPARTMENT OF	THE TREASURY – INTERNAL
REVENUE SERVICE, UNKNOWN TENANT	NO. 1, AND UNKNOWN
TENANT NO. 2.	
Defendant(s).	

#### Notice of Lis Pendens

#### TO THE DEFENDANTS AND TO ALL OTHERS WHOM IT MAY CONCERNED

YOU ARE HEREBY NOTIFIED of the institution of the above styled action by the above named Plaintiff against you seeking foreclosure of a homeowner's association lien against the following property in Broward County, FL:

> Lot 29, Block 4, of Lake Island, according to the Plat thereof, recorded in Legal Description: Plat Book 79, at Page 39 of the Public Records of Broward County,

Florida; said lands situate, lying and being in Broward County, Florida

Property Address: 4339 NW 4 AVE., Deerfield Beach, FL 33064

Parcel ID No. 4842 14 12 1880

Dated on March 5, 2016.

Thereon M. Bennett

By:

Theresa Montalbano Bennett Rathburn Bennett, P.A. Fla. Bar No. 994080 500 SE 17th Street, Suite 323 Fort Lauderdale, Florida 33316

Tel: 954.463.4007

theresa@rathburnbennett.com

OUIT-CLAIM DEED

This Quit-Claim Deed, Executed this 31st day of March GEORGE KOOCH, and MARIE KOOCH, his wife

A. D. 19 84, by

HARVARD CORPORATION, a Florida Corporation

whose postoffice address is

P.O. Box 915 Pompano Beach, Florida 33061 second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Wilnessell, That the said first party, for and in consideration of the sum of \$10.00 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 State of in the County of Broward Florida

Lot 29 in Block 4 of LAKE ISLAND, according to the Plat thereof, recorded in Plat Book 79, page 39, of the Public Records of Broward Coumty, Florida.



To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Wilness Whereof, The said first party has signed and scaled these presents the day and year

first above written. Signed, scaled and delivered in presence of: MARIÉ STATE OF FLORIDA COUNTY OF BROWARD I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEORGE KOOCH, and MARIE KOOCH, his wife

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and Stay A. D. 19 84. March

Commission Expire SORDED IN THE OFFICIAL RECORDS BUON

OF BROWARD CHART PLORIDA - TNSO $oldsymbol{N}$ F. T. COUNTY AUDIENSTRATOR

NOTARY PUBLIC STATE OF FLOATING AT MY COMMISSION EXPIRES MINE BONDED THRU GENERAL INS . UNDERVIEWENTERS

Address

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# WARNING

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

- \* Estimated Amount due if paid by December 31, 2018 ......\$8,092.55
- \* Estimated Amount due if paid by January 15, 2019 ......\$8,183.61

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>January 16, 2019</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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PROPERTY ID # 484214-12-1880 (TD # 40817)

# WARNING

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

GIL SKLASH, REGISTERED AGENT O/B/O TIGERBACK, LLC 17301 BISCAYNE BLVD APT 1410 AVENTURA, FL 33160

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 484214-12-1880 (TD # 40817)

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FREMONT INVESTMENT & LOAN 175 N. RIVERVIEW DRIVE ANAHEIM, CA 92808

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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## WARNING

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

BRANCH MORTGAGE SERVICES, INC. 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 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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Or	
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CITY OF DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 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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TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS,

AT PUBLIC AUCTION ON January 16, 2019 UNLESS ALL BACK TAXES ARE PAID PRIOR

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

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MARIE KOACH, REGISTERED AGENT O/B/O BRANCH MORTGAGE SERVICES, INC. 1850 S OCEAN BLVD #105 POMPANO BEACH, FL 33062

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PATRICIA A. RATHBURN ESQ. RATHBURN BENNETT PLLC 500 SE 17TH STREET #323 FORT LAUDERDALE, FL 33316

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PROPERTY ID # 484214-12-1880 (TD # 40817)

# WARNING

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POMPANO LAKES HOMEOWNERS ASSOCIATION, INC. THERESA MONTALBANO BENNETT, RATHBURN BENNETT, P.A.

500 SE 17TH STREET, SUITE 323 FORT LAUDERDALE, FL 33316

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 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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AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

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

- \* Estimated Amount due if paid by December 31, 2018 .....\$8,092.55
- Or
  \* Estimated Amount due if paid by January 15, 2019 .....\$8,183.61

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>January 16, 2019</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

PROPERTY ID # 484214-12-1880 (TD # 40817)

## WARNING

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

POMPANO LAKES HOMEOWNERS ASSOCIATION, INC. 311 NW 46 STREET DEERFIELD BEACH, FL 33064

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RATHBURNBENNETT PLLC, REGISTERED AGENT O/B/O POMPANO LAKES HOMEOWNERS ASSOCIATION, INC.

500 SE 17TH STREET, #323 FT. LAUDERDALE, FL 33316

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INTERNAL REVENUE SERVICE ADVISORY UNIT - STOP 5780 7850 SW 6TH COURT PLANTATION, FL 33324

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HENRY R. ZIPPAY, JR., ESQUIRE 633 SE 3 AVENUE, SUITE 201 FORT LAUDERDALE, FL 33301-3151

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HSBC BANK NEVADA, N.A. FKA HOUSEHOLD BANK (SB), N.A. 1111 TOWN CENTER DRIVE LAS VEGAS, NV 89128

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KRISTINA Y LUNSFORD BRAY & LUNSFORD, P.A. O/B/O HSBS BANK NEVADA FKA HOUSEHOLD BANK (SB), N.A.

P.O. BOX 53197 JACKSONVILLE, FL 32201-3197

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PROPERTY ID # 484214-12-1880 (TD # 40817)

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LAKE ISLAND RENTALS LLC 4400 N POWERLINE RD DEERFIELD BEACH, FL 33073

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CALL PROPERTIES LLC 7777 GLADES RD #100 BOCA RATON, FL 33434

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ACKERSON, THORSTEN EUGENE 4337 NW 4 AVE POMPANO BEACH, FL 33064-2536

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TIGERBACK LLC 1200 SW 137 AVENUE #310E PEMBROKE PINES, FL 33027

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TIGERBACK LLC 225 DEER CREEK BOULEVARD #908 DEERFIELD BEACH, FL 33442

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TIGERBACK LLC 18737 W DIXIE HWY NORTH MIAMI BEACH, FL 33180

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TIGERBACK LLC 4339 NW 4 AVENUE DEERFIELD BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4339 NW 4 AVE, DEERFIELD BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

* Estimated Amount due if paid by December 31, 2018	\$8,092.55
Or	
* Estimated Amount due if paid by January 15, 2010	¢0 102 61

\* Estimated Amount due if paid by January 15, 2019 ......\$8,183.61

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>January 16, 2019</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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



June 13, 2018

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