

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: 05/02/2018

REPORT EFFECTIVE DATE: 20 YEARS UP TO 05/01/2018 **CERTIFICATE #** 2014-7606 **ACCOUNT #** 494125HC0240 **ALTERNATE KEY #** 247653 **TAX DEED APPLICATION #** 40926

COUNTY, STATE: BROWARD, FL

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

LEGAL DESCRIPTION:

Condominium Unit No. 302, of CYPRESS TREE CONDOMINIUM, BUILDING 3, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6090, Page 850, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.

PROPERTY ADDRESS: 2301 NW 41 AVENUE #302, LAUDERHILL FL 33313

OWNER OF RECORD ON CURRENT TAX ROLL:

MEHMET MAIL YALDIZ 2940 SW 22 AVE #710 DELRAY BEACH, FL 33445

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

MEHMET MAIL YALDIZ Instrument: 114395086 2940 SW 22ND AVE, APT 710 DELRAY BEACH, 33445 (Per Deed. No State in the document.) (Unable to verify if the Deeds recorded in 113539050, 113624579, 113638027 and 114395086 are valid or possibly fraudulent.)

MORTGAGE HOLDER OF RECORD: None found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD: 5T WEALTH PARTNERS LP DEPARTMENT #6200, P.O. BOX 830539 BIRMINGHAM, AL 35283 (Tax Deed Applicant)

GOLDMAN SACHS MORTGAGE COMPANY C/O LITTON LOAN SERVICING LP 4828 LOOP CENTRAL DRIVE HOUSTON, TX 77081 (Per Assignment of Mortgage for Prior owners. No satisfaction or release found of record.) CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 8211 W. BROWARD BLVD. PH1 PLANTATION, FL 33324 (Per Sunbiz. Declaration recorded in 6090-850.)

DELTA MANAGEMENT SOLUTIONS, INC., REGISTERED AGENT O/B/O CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 7300 W. MCNAB ROAD #220 TAMARAC, FL 33321 (Per Sunbiz)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 4941 25 HC 0240

CURRENT ASSESSED VALUE: \$26,270 **HOMESTEAD EXEMPTION:** No **MOBILE HOME ON PROPERTY:** No **OUTSTANDING CERTIFICATES:** N/A

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED: Warranty Deed OR: 16078, Page: 653

Divorce Judgment	OR: 30858, Page: 1548
Warranty Deed	OR: 39781, Page: 308
Certificate of Title	OR: 48716, Page: 1351
Quit Claim Deed	Instrument: 113539050
Corrective Quit Claim Deed (Corrects Deed in 113539050.)	Instrument: 113624579
Corrective Quit Claim Deed (Corrects Deeds in 113539050 and 113624579)	Instrument: 113638027
Mortgage	OR: 44425, Page: 738

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	2301 NW 41 AVENUE #302, LAUDERHILL FL 33313	ID #	4941 25 HC 0240
Property Owner	YALDIZ,MEHMET MAIL	Millage	1912
Mailing Address	2940 SW 22 AVE #710 DELRAY BEACH FL 33445	Use	04
Abbr Legal Description	CYPRESS TREE CONDO BLDG 3 UNIT 302		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

							-							
					Р	roper	ty Assessm	ent \	/alue	S				
Year	L	and		Building / Improvement			Just / Va		et		essed / H Value			Тах
2018	\$3	6,100		\$27,860			\$30,	960		\$3	0,960			
2017	\$2	2,630		\$23,640			\$26,	270		\$2	6,270		\$1,	085.84
2016	\$2	2,110	110 \$18,970				\$21,080		\$1	\$18,070		\$8	81.46	
			20	18 Exe	mptior	ns and	l Taxable Va	lues	by T	axing Aut	hority			
County		y	Scho	ol Bo	ard	Mu	Municipal		Independent					
Just Valu	le				\$30,96	0		\$30,	960	\$	\$30,960			\$30,960
Portabili	ty				(0			0		0			C
Assesse	d/SOI	Н			\$30,96	0		\$30,	960	\$	30,960			\$30,960
Homeste	ad				(0			0		0	Î		C
Add. Hor	neste	ad			(0			0		0	Î		C
Wid/Vet/I	Dis				(0			0		0	Î		C
Senior					(0			0		0		0	
Exempt ⁻	Туре				(0		0 0				(
Taxable					\$30,96	0	\$30,960 \$30,960				\$30,960			
			Sal	es Hist	ory					L	and Ca	alculatio	ons	
Date	•	Тур	e	Price	•	Book	/Page or Cl	N		Price	F	actor		Туре
5/19/20	17	QCD-	Т	\$100		1′	14395086							
4/18/20	16	DRR-	т			1'	13638027							
3/11/20	16	QCD-	т	\$100		1'	3624579							
4/10/20	12	CET-I	2	\$300		48	716 / 1351							
5/31/20	05	WD		\$65,00	0	39	781 / 308				Bidg. S			755
						Units/E				1/1/1				
								Eff./Ac	t. Year	Built: 1	976/1	975		
						Spe	cial Assess	men	ts					
Fire	G	arb	Lig	ght	Dra	lin	Impr	S	afe	Stor	m	Clear	n	Misc
19														
R	1													

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #40926

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 4th day of September 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:

MEHMET MAIL YALDIZ 2940 SW 22ND AVE #710 DELRAY BEACH, FL 33445

EQUITY ONE, INC. DBA EQUITY ONE FINANCIAL SERVICES 301 LIPPINCOTT DRIVE MARLTON, NJ 08053

DELTA MANAGEMENT SOLUTIONS, INC., REGISTERED AGENT O/B/O CYPRESS TREE CONDOMINIUM ASSOCIATION, INC.

7300 W. MCNAB ROAD #220 TAMARAC, FL 33321 MEHMET MAIL YALDIZ 2301 NW 41 AVENUE #302 LAUDERHILL, FL 33313

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

*5T WEALTH PARTNERS LP DEPARTMENT #6200, P.O. BOX 830539 BIRMINGHAM, AL 35283 GOLDMAN SACHS MORTGAGE COMPANY C/O LITTON LOAN SERVICING LP 4828 LOOP CENTRAL DRIVE HOUSTON, TX 77081

CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 2351 NW 41 AVENUE, CLUBHOUSE LAUDERHILL, FL 33313 CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313

CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 8211 W. BROWARD BLVD. PH 1 PLANTATION, FL 33324

THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

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

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 4th day of September 2018 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry

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

By_____ Deputy **Juliette M. Aikman**

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 40926

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:	494125-HC-0240
Certificate Number:	7606
Date of Issuance:	06/01/2015
Certificate Holder:	5T WEALTH PARTNERS LP
Description of Property:	CYPRESS TREE CONDO BLDG 3 UNIT 302

According to the Declaration of Condominium thereof, as recorded in Official Records Book 6090, Page 850, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.

Name in which assessed: Legal Titleholders:	YALDIZ,MEHMET MAIL YALDIZ,MEHMET MAIL		
Legal Interiolders.	2940 SW 22 AVE #710		
	DELRAY BEACH, FL 33445		

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 17th day of October , 2018. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 13th day of September , 2018 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Dana F. Buker Deputy

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

 Publish:
 DAILY BUSINESS REVIEW

 Issues:
 09/13/2018, 09/20/2018, 09/27/2018 & 10/04/2018

 Minimum Bid:
 5353.61

BROWARD DAILY BUSINESS REVIEW

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

STATE OF FLORIDA COUNTY OF BROWARD:

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

40926 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 7606

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

09/13/2018 09/20/2018 09/27/2018 10/04/2018

Affiant further says that the said Broward Daily Business

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

Sworn to and subscribed before me this OCTOBER, A.D. 2018 4 day of

GUERLINE WILLIAMS personally known to me

SCHERRIE A THOMAS

Notary Public - State of Florida Commission # FF 981132 My Comm. Expires Aug 1, 2020 Bonded through National Notary Assn

Broward County, Florida RECORDS, TAXES & TREASURY **DIVISION/TAX DEED SECTION** NOTICE OF APPLICATION FOR TAX DEED NUMBER 40926 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: 494125-HC-0240 Certificate Number: 7606 Date of Issuance: 06/01/2015 Certificate Holder:

5T WEALTH PARTNERS LP Description of Property:

CYPRESS TREE CONDO BLDG 3 UNIT 302

According to the Declaration of Condominium thereof, as recorded in Official Records Book 6090. Page 850, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto. Name in which assessed:

YALDIZ, MEHMET MAIL

Legal Titleholders: YALDIZ, MEHMET MAIL 2940 SW 22 AVE #710

DELRAY BEACH, FL 33445 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 17th day of October, 2018. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at: broward.deedauction.net

*Pre-registration is required to bid. Dated this 13th day of September, 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: 5353.61 401-314

9/13-20-27 10/4 18-06/0000339579B

BROWARD COUNTY SHERIFF'S OFFICE

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

RETURN OF SERVICE

	9199 SERVE ASAR STRUCT THE MUNICE TRAV	Service Sheet #		19	040202	
	EROMPAD COUNTY VE. YALDIZ, MEHMET MAIL			TO	40000	
		Y/BROMM		NDANT 10	CASE /17/2018	
	TYPE OF WRIT		COURT	Н	EARING DATE	
	YALDIZ, MEHMET MAIL SERVE 2301 NV LAUDER	N 41ST AN RHILL, FL		9/10/1 Received this process	18 14932 m	0600
	14279			Date Date	72010	
	BROWARD COUNTY REVENUE-DELING TAX SECTION 115 S. ANDREWS AVENUE, ROOM A-100 FT LAUDERDALE, FL 33301		Served	- see comments	8	
		9/	112018	at C		-
	JULIE AIKMAN, SUPV Attorney 10724		Date		Time	and the second second
of se	YAL DIZ, MEHMET MAIL, in Broward County, Florid ervice endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, by the			ed person a true copy	y of the writ, w	ith the date a
Ш	INDIVIDUAL SERVICE					
	, in accordance with F.S. 48.031(1)(a)					
	To, the defendant's spouse, at To, the person in charge of the defendant's bu					
	To, the defendant's spouse, at To, the person in charge of the defendant's be serve the defendant have been made at the place of business PORATE SERVICE: To, holding the following position of said cor	usiness in acco	ordance with F.S.	S. 48.031(2)(b), after	two or more at	tempts to
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You can now check the status of your writ by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

SCOTT J. ISRAEL, SHERIFF BROWARD COUNTY, FLORIDA

BY: Jou Circuid of 14932 Penendor D.S.

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494125-HC-0240 (TD #40926)**

WARNING

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

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

NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by September 28, 2018\$4,382.55

* Amount due if paid by October 16, 2018\$4,431.67

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

Or

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON October 17, 2018 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395 FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

YALDIZ,MEHMET MAIL 2301 NW 41 AVENUE #302 LAUDERHILL, FL 33313

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

	S YALDIZ MEHMET MAIL
Court: Circuit	r
Case No.: 7606	e
County: Broward	A d 2940 SW 22 AVE #710 d DELRAY BEACH, FL 33445 r e s s
A t TAX DEEDS t 115 S ANDREWS AVENUE RM A-100 FORT LAUDERDALE, FL 33301	P I IN RE: YALDIZ MEHMET MAIL
y p FOR TAX DEED WITH WARNING AND COPY	f f e n d d

Received this Writ on September 10, 2018 and served the same on the within named defendant at 7:55 AM on September 11, 2018, in Palm Beach County, Florida, a true copy of this Writ, endorsed thereon by me, Ronald Cohen by **Posting** an attached copy to a conspicuous place on the property.

0755 By:

Ronald Cohen 6755

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494125-HC-0240 (TD # 40926)**

WARNING

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

PALM BEACH COUNTY SHERIFF'S OFFICE ATTN: CIVIL DIVISON 3228 GUN CLUB ROAD WEST PALM BCH, FL 33406 ORIGINAL DOCUMENT

NOTE

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

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Or

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON October 17, 2018 UNLESS THE BACK TAXES ARE PAID.

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

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

YALDIZ, MEHMET MAIL 2940 SW 22 AVE #710 DELRAY BEACH, FL 33445

NOTE: THIS IS <u>NOT</u> THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION THIS IS THE ADDRESS OF THE OWNER!

This Warranty Deed made this	day of December ,	1988 between	
Peter Wolf, a single	man		
	885253	0=	
Hereinafter called the Grantor, and	001410	05	
Anthony Spann, a sing	le man		
SS#	P		
	N.W. 41 Avenue #302 rhill, Florida 33313		
of is hereby acknowledged has grante		of ten dollars (10.00) and other valuable considerations ntee, and Grantee's heirs or successors, and assigns forev and Sta	
thereof, recorded in recorded in Official Official Records Book Public Records of Bro	Official Records Book 6 Records Book 8955, Page 9948, Page 546 and Off ward County, Florida; s	ILDING 3, according to the Declaratic 090, Page 850, amended by instruments 607, Official Records Book 9229, Pag icial Records Book 10514, Page 902, c aid lands situate, lying and being in	s ye 311, of the
Broward County, Flori Tax folio #9125 HC 0			
.121.	DD has been Pail		
stamp Tet at	requiring by law.		
		RECORDED IN THE DESIGNAL RECORDS BOOK	
except taxes for year 1989 a ("Grantor and Grantee" are used h	nd subsequent years.	OF BREWL SHAPPY HORIDA L. A. HESTER COUNTY ADMINISTRATOR defend the same against the lawful claims of all persons ingular shall include the plural, and any gender shall	
except taxes for year 1989 a	nd subsequent years. erein for singular or plural, the si	defend the same against the lawful claims of all persons	
except taxes for year 1989 a ("Grantor and Grantse" are used f as context requires.) Signed, Sealed, and Delivered in our (Wit.)	nd subsequent years. erein for singular or plural, the si	defend the same against the lawful claims of all genomingular shall include the plural, and any gender shall	(S
except taxes for year 1989 a ("Grantor and Grantse" are used it as context requires.) Signed, Sealed, and Delivered in our (Wit.)	nd subsequent years. erein for singular or plural, the si presence:	defend the same against the lawful claims of all genomingular shall include the plural, and any gender shall	(S
except taxes for year 1989 a ("Grantor and Grantee" are used it as context requires.) Signed, Sealed, and Dalivered in our (Wit.) (Wit.) (Wit.) (Wit.) State of KKAWAX County of XKXXMAXAX I HEREBY CERTIFY, that on this and County aforesaid to take acknow Peter Wolf, a single	nd subsequent years. erein for singular or plural, the si presence:	of BROAL SCALTY HORIDA L. A. HESTER COUNTY ADMINISTRATOR defend the same against the lawful claims of all prisons ingular shall include the plural, and any gender shall were the same against the plural, and any gender shall were the same against the lawful claims of all prisons	Include all ge

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A CONTRACT OF

Detail by Entity Name



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

Detail by Entity Name

Florida Not For Profit Corporation CYPRESS TREE CONDOMINIUM ASSOCIATION, INC.

Filing Information

<u>r mig mormation</u>	
Document Number	726403
FEI/EIN Number	59-1542987
Date Filed	05/14/1973
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/15/2006
Principal Address	
2351 NW 41 AVE	
CLUBHOUSE	
LAUDERHILL, FL 33313	
Changed: 05/12/2008	
Mailing Address	
8211 W. BROWARD BLVD	
PH1	
PLANTATION, FL 33324	
Changed: 03/30/2011	
Registered Agent Name & A	<u>ddress</u>
DELTA MANAGEMENT SC	DLUTIONS, INC.
7300 W. MCNAB ROAD #2	220
TAMARAC, FL 33321	
Name Changed: 10/21/201	3
Address Changed: 10/21/2	013
Officer/Director Detail	
Name & Address	

Title PD

RAY, ANTHONY C 2301 NW 41 AVE

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=CYPRESST... 1/4

Title S

HATCHETT, GEORGE 2251 NW 41 AVE #2-211 LAUDERHILL, FL 33313

Title Treasurer

NERENBERG, RUTH 2201 NW 41 AVE. #210 LAUDERHILL, FL 33313

Title Director

MCFARLANE, PATRICIA 2451 NW 41 AVE. #305 LAUDERHILL, FL 33313

Title Director

Young, Clovir Frits 2201 NW 41st Ave 206 Lauderhill, FL 33133

Title Director

Numa, Johnny 2251 NW 41st Ave 411 Lauderhill, FL 33133

Title Director

Dasmine, James 2301 NW 41st Ave 207 Lauderdale, FL 33133

Title Director

Darrisan, Harvey 2401 NW 41st Ave 407 Lauderhill, FL 33133

Title Director

Bonaney, Jean 2401 NW 41st Ave 407 Loudorbill EL 22122

Title Director

Morris, lan 2451 NW 41st Ave 307, FL 33133

Title Director

Walker, Sandra 2551 NW 41st Ave 307 Lauderhill, FL 33133

Title Director

Wright, Shirley 2551 NW 41st Ave 206 Lauderhill, FL 33133

Annual Reports

Report Year	Filed Date
2016	06/08/2016
2017	04/20/2017
2017	08/07/2017

Document Images

08/07/2017 AMENDED ANNUAL REPORT	View image in PDF format
<u>04/20/2017 ANNUAL REPORT</u>	View image in PDF format
06/08/2016 ANNUAL REPORT	View image in PDF format
04/02/2015 ANNUAL REPORT	View image in PDF format
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04/03/2003 ANNUAL REPORT	View image in PDF format
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04/10/2001 ANNUAL REPORT	View image in PDF format
05/16/2000 ANNUAL REPORT	View image in PDF format
03/17/1999 ANNUAL REPORT	View image in PDF format

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=CYPRESST... 3/4

Detail by Entity Name

04/01/1998 ANNUAL REPORT
04/08/1997 ANNUAL REPORT

04/02/1996 -- ANNUAL REPORT

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Florida Department of State, Division of Corporations

CFN # 110730799, OR BK 48716 Page 1351, Page 1 of 1, Recorded 05/02/2012 at 01:09 PM, Broward County Commission, Doc. D \$2.10 Deputy Clerk 1032

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

CYPRESS TREE CONDO ASSN IN	С
Plaintiff	
VS.	
ANDERSON, RUBERT	
Defendant	

CACE-11-027695 Division: 13

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on April 10, 2012, 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:

Located in:BROWARD COUNTY, FLORIDALegal Description:Condominium Unit No. 302, of Cypress Tree Condominium, Building 3, according
to the Declaration of Condominium thereof, as recorded in Official Records Book6090, Page 850, of the Public Records of Broward County, Florida, together with
exhibits and amendments and an undivided interest in the common elemetns
thereto.
Parcel ID:4941 25 HC 0240
Address:2301 NW 41st AVENUE, #302, LAUDERHILL, FL 33313

Was sold to: CYPRESS TREE CONDOMINIUM ASSOCIATION, INC A Florida Not-for-Profit Corporation C/O MIRZA, BASULTO & ROBBINS, LLP Law Offices of Mirza Basulto & Robbins, LLP 14160 N.W. 77th Ct. Miami Lakes, FL, 33016

Witness my hand and the seal of this court on April 24, 2012



Howard C. Forman, Clerk of Circuit Courts Broward County, Florida

Total consideration: \$300.00 Doc Stamps: \$2.10

CIRCUIT CIVIL 2012 APR 24 AM 9:04 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.

CFN # 107268937, OR BK 44425 Page 738, Page 1 of 20, Recorded 08/03/2007 at 02:06 PM, Broward County Commission, Doc M: \$259.70 Int. Tax \$148.32 Deputy Clerk 2130

AFTER RECORDING, RETURN TO: Transcontinental Title Company 4033 Tampa Road #101 Oldsmar, Florida 34677 Attn: Ray Hundley #_____

This document was prepared by: Jamie DiMartinis 301 Lippincott Drive Marlton, NJ 08053

404083-20 aug 1510-T

-[Space Above This Line For Recording Data]-

MORTGAGE

MIN 1000466-0000881063-3

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 19, 2007 together with all Riders to this document.
(B) "Borrower" is Rupert G. Anderson, AN UNMARRI ed Person

Parover is the mortgagor under this Security Instrument.

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

00881063

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

Form 3010 1/01

-6A(FL) (0005).01 Page 1 of 16

MW 05/00.01 Initials:

VMP MORTGAGE FORMS - (800)521-7291



CFN # 107268937, OR BK 44425 PG 739, Pa	re 2	of	20
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Lender is a Corporation organized and existing under the laws of Delaware Lender's address is 301 Lippincott Drive, Marlton, NJ 08053

(E) "Note" means the promissory note signed by Borrower and dated July 19, 2007 The Note states that Borrower owes Lender Seventy Four Thousand One Hundred Sixty and no/100 Dollars

(U.S. \$ 74,160.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2047 .
 (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

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

Adjustable Rate Rider	X Condominium Rider	Second Home Rider
Balloon Rider	Planned Unit Development Rider	1-4 Family Rider
VA Rider	Biweekly Payment Rider	X Other(s) [specify]
		LEGAL DESCRIPTION

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

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

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

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

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

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

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

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Initials: SCO

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

Parcel ID Number: 2301 NW 41ST AVENUE #302 LAUDERHILL ("Property Address"): which currently has the address of [Street] [City], Florida 33313 [Zip Code]

Initials:

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

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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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate 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.

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

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

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

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

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

immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value is less than the 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 00881063

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

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

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

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

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

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

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 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 00881063

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

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

given effect without the conflicting provisions of this becuity installable of 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

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purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such 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.

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

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

.

(Seal) WILLIAM L. PRESUTTI Rupert G . Anderson -Borrower 2301 NW 41ST AVENUE #302, LAUDERHILL, FL 33313 (Address) JAMES SEMERICE (Seal) -Borrower (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address)

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STATE OF FLORIDA,

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BNOWARD County ss:

The foregoing instrument was acknowledged before me this July 19, 2007 Rupert G . Anderson

by

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NOTARY PUBLIC-STATE OF FLORIDA WILLIAM L. PRESUTTI Commission # DD600602 Expires: NOV. 18, 2010 BONDED THRU ATLANTIC BONDING CO., INC.

who is personally known to me or who has produced FIA Anwens UC as identification. NOTARY PUBLIC-STATE OF PLORIDA WILLIAM L. PRESUTTI Commission # DD600602 Expires: NOV. 18, 2010 BONDED THRU ATLANTIC BONDING CO., INC.

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CONDOMINIUM RIDER

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(the

THIS CONDOMINIUM RIDER is made this THIS CONDOMINIUM RIDER is made this 19th day of July, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed 19th day of of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Equity One, Inc. dba Equity One Financial Services

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

2301 NW 41ST AVENUE #302, LAUDERHILL, FL 33313

[Property Address]

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

CYPRESS TREE

[Name of Condominium Project]

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

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

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

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

00881063 MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM **INSTRUMENT** MW 11/04 Form 3140 1/01 Page 1 of 3 Initials (LGR) VMP Mortgage Solutions, Inc. (800)521-7291



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

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

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

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

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

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

00881063

Initials: Law Page 2 of 3

Form 3140 1/01

CFN # 107268937, OR BK 44425 PG 756, Page 19 of 20

.

•

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

Rupert G. Anderson	-Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	
00881063		
•••••-8R (0411)	Page 3 of 3	Form 3140 1/01

CFN # 107268937, OR BK 44425 PG 757, Page 20 of 20

EXHIBIT "A"

10-00969756

• - •

ALL THAT CERTAIN LAND SITUATE IN BROWARD COUNTY, FLORIDA:

CONDOMINIUM UNIT NO. 302 OF CYPRESS TREE CONDOMINIUM BUILDING 3, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 6090, PAGE 850 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH EXHIBITS AND AMENDMENTS AND AN UNDIVIDED INTEREST THE COMMON ELEMENTS THERETO.

BEING THE SAME PROPERTY CONVEYED TO RUPERT G. ANDERSON BY DEED FROM ANTHONY SPANN RECORDED 06/06/2005 IN DEED BOOK 39781 PAGE 308, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. CFN # 109690085, OR BK 47503 Page 1343, Page 1 of 3, Recorded 11/04/2010 at 02:44 PM, Broward County Commission, Deputy Clerk ERECORD

Prepared by and Return to: Charles Brown Brown & Associates 2316 Southmore Pasadena, TX 77502 713-941-4928

ASSIGNMENT OF MORTGAGE

10000000000

Min Number 100046600008810633

MERS Telephone No. 1-888-679-6377

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR EQUITY ONE, INC. DBA EQUITY ONE FINANCIAL SERVICES its successors and assigns, whose address is P.O. Box 2026, Flint, MI 48501-2026, does hereby assign and transfer to:

Goldman Sachs Mortgage Company, its successors and assigns, forever Whose address is c/o Litton Loan Servicing LP 4828 Loop Central Drive, Houston, TX 77081,

All its right, title and interest in and to a certain Mortgage from RUPERT G. ANDERSON, AN UNMARRIED PERSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR EQUITY ONE, INC. DBA EQUITY ONE FINANCIAL SERVICES, its successors and assigns for \$74,160.00 dated 7/19/2007 of record on 8/3/2007 in Book 44425 Page 738-757 or as Document 107268937, in the Broward County Clerk's Office, State of FL.

Property Address: 2301 NW 41st Ave #302, Lauderhill, FL 33313 Legal Description: SEE ATTACHED EXHIBIT "A"

Executed this 10-26-2010.

Mortgage Electronic Registration Systems Inc.

By:/ E

Elizabeth Willard Assistant Secretary

State of Texas

County of Harris

On $10-\underline{2}$ -2010, before me, the undersigned Notary Public, in and for said state and county, personally appeared Elizabeth Willard the Assistant Secretary of Mortgage Electronic Registration Systems Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

1 Der

Notary Public in and for the State of Texas Notary's Printed Name: Mary A. Johnson My Commission Expires: 3/23/2013

Mortgage for \$74,160.00 dated 7/19/2007



:

EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATE IN BROWARD COUNTY, FLORIDA:

CONDOMINIUM UNIT NO. 302 OF CYPRESS TREE CONDOMINIUM BUILDING 3, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 6090, PAGE 850 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH EXHIBITS AND AMENDMENTS AND AN UNDIVIDED INTEREST THE COMMON ELEMENTS THERETO.

BEING THE SAME PROPERTY CONVEYED TO RUPERT G. ANDERSON BY DEED FROM ANTHONY SPANN RECORDED 06/06/2005 IN DEED BOOK 39781 PAGE 308, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. CFN # 105061694, OR BK 39781 Page 308, Page 1 of 3, Recorded 06/06/2005 at 09:25 AM, Broward County Commission, Doc. D \$455.00 Deputy Clerk 3075

Prepared by and return to: SUSAN T. RHODES Attorney at Law Surealty Title, Inc. 4801 SOUTH UNIVERSITY DRIVE SUITE 2500 Davie, FL 33328

File Number: 05-9426B

[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this post office address is ________ day of _________ 2005 between Anthony Spann, a single man whose G. Anderson, a single person whose post office address is 2301 NW 41st Avenue, Unit 302, Lauderhill, FL 33313, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County Florida** to-wit:

Condominium Unit No. 302, of CYPRESS TREE CONDOMINIUM, BUILDING 3, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6090, Page 850, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.

Parcel Identification Number: 19125-HC-02400

Subject to taxes for 2005 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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

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

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

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

DoubleTime®

Signed, and delivered in our presence: With anen WH sexual ess Mame:

(Seal) Anthony Spann

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 1 day of 1, 2005 by Anthony Spann, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

Suzanne Bishop Commission # DD372337 F Expires December 19, 2008 Bonded Trey Fain - Insurance, Inc. 800-365-7019

Warranty Deed - Page 2

DoubleTime®

TO:Cypress Tree Condominium Association Inc. / Office ManagerFROM:Committee to Process New Applications

70 The following applicant: OI

Was approved for unit ownership.

Was not approved for unit ownership for one or more of the following reasons:

ter SON

Poor credit history Poor employment history Insufficient income Poor residential history Insufficient personal identification Other:

Signed:



INSTR # 100537046

OR BK 30858 PG 1548 RECORDED 09/19/2000 08:50 AM COMMERCIEN BROMARD COUNTY DEPATTY CLERK 1026

IN RE THE MARRIAGE OF

ANTHONY SPANN, Petitioner, Husband,

FINAL JUDGMENT OF SIMPLIFIED DISSOLUTION OF MARE And

IN THE CIRCUIT COURT FOR

Case No. 99-14587 41/91

BROWARD COUNTY, FLORIDA

17th JUDICIAL CIRCUIT IN AND FOR

WILLIE MAE SPANN, Respondent, Wife.

CIRCUIT CIVIL THIS CAUSE was heard by the court on final hearing for simplified dissolution of marriage on SEPTEMBER 6TH 2000 the court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

- 1. This court has jurisdiction over the subject matter and the parties.
- 2. At least one party has been a resident of the state of Florida for more than six months immediately before filing the Petition for Simplified Dissolution of Marriage.
- 3. The parties have no minor or dependent children in common, and the wife is not pregnant.
- 4. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
- 5. The parties voluntarily have entered into a marital settlement agreement, and each has filed the required financial affidavit. Therefore, the marital settlement agreement is filed as "Exhibit A" in this case and is ratified and made a part of this final judgment. The parties are ordered to obey all of its provisions.
- The court reserves jurisdiction to enforce the marital settlement agreement. 6.

DONE and ORDERED in FT LAUDERDALE, BROWARD Circuit Judge Lawrence L. Korda COUNTY, Florida, on SEPTEMBER 6TH 2000.

Lydiah Brown, Esq. 2331 N. St. Rd. 7, Ste 108, Lauderhill Fl. 33313. Cc: Andrew Washor, Esg. 600 S. Andrews Ave. Ste 406, Ft. Lauderdale, Florida 33301.



IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

Case No. FMCE 99-14587 41/91

IN RE THE MARRIAGE OF ANTHONY SPANN, Petitioner, Husband,

and

WILLIE MAE SPANN, Respondent, Wife,

MARITAL SETTLEMENT AGREEMENT FOR SIMPLIFIED DISSOLUTION OF MARRIAGE

PARTIES, ANTHONY SPANN, the husband, and WILLIE MAE SPANN, the wife, were married on SEPTEMBER 16TH 1997 Because of irreconcilable differences in their marriage they have made this agreement to settle once and for all what they owe to each other and what they can expect from each other.

Each party states that nothing has been held back and that they honestly have included everything they could think of in listing their assets and debts; and that each party believes that the other party has been open and honest in writing this agreement.

Because the parties have voluntarily made full and fair disclosure to each other of all their assets and debts, they hereby agree to waive the disclosure requirements of Fla.Fam.L.R.P. 12.285.

Each party agrees to sign and exchange any papers that might be needed to complete this agreement. The parties give up any, and all, right to spousal support that they may have past, present or future.

There are no minor children born during the marriage.

To reach an amicable end to this marital relationship the parties have freely, and for due consideration, made the following agreements, acknowledgments and undertakings.

1. The consideration of this agreement is the mutual promises and agreements contained in this document.

INITIALS	OF	BOTH	PARTIES		1	of	8
				MAS	(HU	SBAN	D)
				Lum 5	(WI	FE)	

- 2. The parties can live free, separate and apart and to the same extent as if he or she were single and unmarried. The parties will not interfere, directly or indirectly with this right.
- 3. Neither party will;
 - a. Molest, annoy, control, or seek restoration of conjugal rights- by any legal or other proceeding.
 - b. Visit or call upon the other party without express invitation.
- Failure to insist on any one or more of the terms and provisions in this contract will not operate as a waiver or relinquishment. Any waiver or relinquishment MUST be in writing and signed by the parties.
- 5. ALL modifications of this agreement must be in writing and executed with the same formality as this agreement.
- 6. This document evidences the entire agreement of the parties and supercedes any and all other agreements entered into, either orally or in writing, by the parties.
- 7. No oral statement will have force or effect.
- 8. Both parties acknowledge that they were fully advised by their respective counsel as to their rights and legal obligations under this contract, and believe it to be fair, just, adequate, and reasonable.
- 9. Each party is signing this contract freely and voluntarily intending to be bound by its terms and provisions.
- 10. This contract is binding on the heirs, next of kin, executors and administrators of each party.

INITIALS OF BOTH PARTIES

2 of 8

MAS (HUSBAND)

DIVISION OF ASSETS

SECTION L MARITAL ASSETS AND LIABILITIES

- A. **Division of Assets.** The parties divide their assets as follows:
 - 1. The parties jointly owned miscellaneous household furnishing and personal property. Except as otherwise specifically noted in this agreement each party shall own, have and enjoy, independently of the claim or right of the other party, all property of every kind, nature or description, and wheresoever situated, which is now owned or held by him or her, or which may hereafter belong or come to him or her, with full power to dispose of the same as fully and effectively as if he or she were single and unmarried.
 - 2. The parties agree that the division of the property as stipulated in this agreement is fair and reasonable with due regards to the rights of each party.
 - 3. Due to the length of the time that both parties have been separated both parties hereby agree that all property, unless otherwise stipulated in this agreement, has been equitably divided.
 - 4. The parties own a marital residence located at 1110 NW 29th Way, Ft. Lauderdale, Florida, more particularly described as follows; **Roosevelt Gardens**, 2nd Add, 42-12B, Lot 14, Blk 2, Tax Folio #94232-08-0220.
 - a. Within Ten days of the execution of this agreement, Husband shall quit claim his interest in said residence to the Wife, and Wife shall be solely responsible for all debts and obligations on the same, except those expressly stipulated in this agreement, and shall indemnify and hold Husband harmless from same.
 - b. Wife shall be solely responsible for the recording of said deed and all costs attendant thereto.
 - c. Husband agrees to continue to pay the Mortgage on said property from the date of the signing of this agreement until and including January of the year 2001. There after Wife shall be solely responsible for the mortgage on said property.
 - d. Husband agrees to pay the taxes on said property for the year 1999, thereafter, all taxes shall be the sole responsibility of Wife.
 - e. Wife shall within the next five months of this agreement seek to refinance the mortgage on said property, to be held solely in her name, or place the property for sale. In any case the Wife agrees to indemnify and hold harmless Husband from any and all obligations under said mortgage after January of the year 2001.

INITIALS OF BOTH PARTIES 3 of 8 <u>AN</u> (HUSBAND) <u>WMS</u> (WIFE)

- 5. The parties currently own a Condominium located at 2301 NW 41st Avenue, #302, Ft. Lauderdale, Florida.
 - a. Within ten days of the execution of this agreement, Wife shall quit claim her interest in said property to Husband. Husband shall be solely responsible for all debts and obligations on the same and shall indemnify and hold harmless Wife from the same.
 - b. The recording of said deed and all costs attendant thereto shall be the responsibility of Husband.
- 6. Husband owned, prior to marriage, a 1994 Chevy S-10 Pick-up, which vehicle is currently titled in the Husband's name. Wife shall relinquish any interest she has in said vehicle to Husband, and Husband shall be solely responsible for any debts and obligations on same and shall further indemnify Wife from the same.
- 7. The parties currently own a 1987 Pontiac Bonneville which vehicle is currently titled in Wife's name. Husband shall relinquish any interest he has in said vehicle to Wife, and Wife shall be solely responsible for all debts and obligations on same and shall further indemnify Husband from the same.
- 8. The Husband is the sole shareholder of his company Ampco, Inc., which business existed prior to this marriage. Wife shall relinquish any, and all, interest, claims or other rights she has in said business to Husband, and Husband shall be solely responsible for all debts and obligations on same and shall further indemnify Wife from same.
- 9. Each party shall be entitled to retain all bank accounts in their individual name free from the claims of the other party.
- 10. Wife shall not seek to use any credit card, personal or business related, that belongs to Husband or his business Ampco, Inc., Neither shall Wife seek to obtain credit based upon Husband's name, credit, income or business without the express, written consent of Husband executed with the same formality as this document.
- **B.** Division of Liabilities/Debts. The parties divide their liabilities as follows: The parties have equitably divided all debts and obligations.
- C. CREDIT. Both parties agree that they will not impair the credit other by either failing to pay credit obligations timely, failing to pay credit obligations at all, contacting credit agencies or creditors, by any manner whatsoever. Should one of the party's credit be impaired by the direct or indirect action of the other spouse, the spouse that impaired the credit of the other shall be held in contempt of court for his or her actions or inactions and shall be subject to the sanctions of the court which may include incarceration or a fine.

INITIALS OF BOTH PARTIES

4 of 8

(HUSBAND)(MS) (WIFE)

- **D.** Undiscovered Obligations. The parties hereby warrant and represent to each other that, other than those specifically set out herein, there are no obligations for which the other party shall be liable or responsible. However, if a past obligation is discovered the party who incurred it shall be responsible for its payment and hold the other harmless for which the other may be liable.
- E. Prohibition to Pledge Credit: Except if specifically provided to the contrary in this agreement, neither party will incur any liability, expense or charges in the future whether through the use of the credit of the other or the name of the other. No party shall represent to third persons that they are acting as the agent of the other to obtain credit. Each party agrees to forever indemnify, protect, save, and hold the other harmless form any liability or obligation or expense arising there from.
- **F.** Attorney's Fees. In the event that it is necessary for either party to enforce this indemnification, prohibition or payments, the prevailing party shall be entitled to all costs and attorney's fees incurred in connection therewith including sanctions to punish the disobedient party irrespective of the amount involved in the enforcement.
- G. Contempt: Both parties agree that the above obligations are personal debts owed to each other and despite the method of payment shall not be construed as payments to third party creditors. Therefore said debts are enforceable in contempt proceedings and any remedy, up to and including imprisonment, for the debt is available.

SECTION II. SPOUSAL SUPPORT (ALIMONY). Each party gives up any right to spousal support (alimony), past, present or future, that they may have, discover or find, against the other party and agree not to seek any such support through court proceedings, or by any other means, upon the due execution of this agreement.

SECTION III. MISCELLANEOUS

- 1. SITUS: This agreement shall be construed and governed in accordance with the laws of the State of Florida.
- 2. PARTIAL INVALIDITY: If any provision of this agreement is found to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
- 3. LEGAL FEES/COSTS: Each party shall be responsible for their own attorney's fees and costs as pertains to the dissolution of this marriage.
- 4. ENTIRE AGREEMENT: This is the entire agreement as entered into between the parties.
- 5. AUTHORSHIP: This agreement shall be construed as jointly written by all parties hereto. All of the terms of this agreement have been negotiated, renegotiated and considered several times by both parties.
- 6. AWKNOLEGEMENT: both parties acknowledge the effective assistance and representation of their individually named attorneys (below) in the negotiation, drafting, understanding of all terms, rights, obligations involved in this agreement.

INITIALS OF BOTH PARTIES

5 of 8

(HUSBAND) (WIFE)

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by junction.

Dated: 8-17-00

m Husband

Anthony Spanp Address:

Telephone:

STATE OF FLORIDA COUNTY OF BROWARD

Sworn to and subscribed before me on(date)...., by(name)...., whois personally known to me/produced identification..... Type of identification produced:

Notary Public -- State of Florida(name, typed or printed)..... (Seal)

		ř
ſ	OFFICIAL NOTARY SEAL	
	CONRAD AT BERT LOPEZ	ł
	NOTARY PUBLIC STATE OF FLORIDA	l
ļ	COMMISSION NO. CC750494	ł
1	COMMENSION INC. C. MARKET TRAVE	ł
	MY COMMISSION EXP. JUNE 11,2071	ł

SUBSCRIBED AND SWORN TO BEFORE ME THIS FT. LAUDERDALE, COUNTY OF BROWARD STATE OF FLORIDA NOTARY PUELI MY COMMISSION EXPIRES _ 2000

INITIALS	OF	BOTH	PARTIES		6 0	of	8
				ARS	(HUSE	BANI))
				WMS	(WIF	'E)	

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 7/17/00

1 Mal Pann Wife

Willie Mae Spann Address:

Telephone:

STATE OF FLORIDA COUNTY OF NOL Sworn to and subscribed before me on(date)....., by (name)...., whois personally

known to me/produced identification Type of identification produced:

1c-ci

Notary Public -- State of Florida(name, typed or printed)..... (Seal)

COMMISSION # CC 677926 EXPINES SEP 7, 2001 BONDED THRU ATLANTIC BONDING CO., INC.

INITIALS OF BOTH PARTIES 7 of 8 (HUSBAND) (WIFE)

Attorney for the Petitioner, Anthony Spann:

Name: Lydiah-Yana I. Brown, Esq.

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Address: 2331 North State Road Seven, Suite 108, Lauderhill, Florida 33313

Florida Bar Number: 0076503

Attorney for the Respondent, Willie Mae Spann:

Name: Andrew D. Washor, Esq.

Address: 600 South Andrews Avenue, Suite 406, Fort Lauderdale, Florida 33301

Florida Bar Number: 259675

INITIALS	OF	BOTH	PARTIES	1	8	of	8
				ANS	(HU	SBAN	D)
				WMS	(WI	FE)	

Prepared by: Record and Return to:

Quit Claim DEED

This Quit Claim Deed made	on the OS	day of	19	, 20 17			
Between TUILLER	ARSU	~			-		
Whose mailing address is:	1458 5	CONDERL	AVE	DELIAN	BEACH	3345	
Hereinafter called the First F	arty,	5			·,		
0	A	4					

and <u>NEHMET</u> MAIL <u>YACNIL</u> Whose mailing address is: <u>2940 SW 22112 DPL PLO DECROYAEACH</u> 33445 Hereinafter called the Second Party,

WITNESSETH, that the 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 herby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand with 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 12120 wafter states. State of FLORIDA to wit:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

Subject to covenants, restrictions, casements of record and taxes for the current year.

TAX FOLIO NUMBER: 494125-HC-0240

To have and to hold the same together with all and singular the appurtantace thereonto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity, and elaim whatsoever of the first party either in law or equity, to the only proper use, benefit and behoof of the said second party.

IN WITNESS WHEREOF, the First party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 0^{-1} day of 1^{-1} , 2^{-1} .

(Wit.) (Seal) (Wit.) MAR (Seal) fullow State of) Browne County of The foregoing instrument is acknowledged before me on this OT day of 19 _, 20_12_ by who is personally known to me or who has/have produce as identification and did take an oath. Witness my signature and official seal in the aforesaid state and county. N My commission expires Del. 16 2020 Notary Public (Affix Notary Seal) Magdala Chery Commission # GG039081 Expires: October 16, 2020 INVER -Bonded thru Aaron Notary ASLIN

INSTR # 114395086 Page 2 of 2, End of Document

SCHEDULE A LEGAL DESCRIPTION

CYPRESS TREE 3 CONDO UNIT 302

١.

Condemnium with No 302, of CYPRESS TREE Condemnium, building 3 according to the declaration of condominium thereof, as recorded in Odficial records book 6090 page 850 of the public records of Broward County, florida together with exhibits and amendments and an undivided interest in the commen elements there to. INSTR # 113638027 Page 1 of 2, Recorded 04/18/2016 at 03:51 PM Broward County Commission, Deputy Clerk 5010

> Prepared by: Record and Return to:

CORRECTIVE

INSTR # 113624579 Recorded 04/12/16 10:54:46 AM Broward Continty Commission Doc-D \$0.70 Deptity Clerk 5010 #1. 2 Pages

Quit Claim DEED

This Quit	Claim Deed made on the	03day of		, 20 <u>16</u>	,	
Between	CYPRESS TRE	E CONO	MINILUM	ASSOCIATIO	DNINC	_
Whose ma	ailing address is: 23	SI NW 41SH	- AVE LA	WAGRITUL	33317	_
	r called the First Party,	• -			-	
	Guilteral	Adechai				

and IDILICER AILSUAN Whose mailing address is: <u>DO GOX 245236 PEMKROKE PINES 33024</u> Ilcreinafter called the Second Party,

WITNESSETH, that the 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 herby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand with 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 $\underline{BLO} \underline{\mu} \underline{ARO}$, State of FLORIDA to wit:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

Subject to covenants, restrictions, casements of record and taxes for the current year.

TAX FOLIO NUMBER: 494125-HC-0240

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

IN WITNESS WHEREOF, the First party has caused these presents to be executed in its name, and its corporate seal to be hereunto affected, by its proper officer thereinto duly authorized, this 0.5 day of 11, 20.16.

FIC FULMOVE (Seal) (Wit.) Alekandren Jordan FLORIDA State of County of) 1 ROWARD a knowledged before me on this \mathcal{O}_{1}^{1} day of $\underline{1}$,20<u>6</u> by Ing who has/have produced ification and did at Witness d/official seal in the aforesaid state and county. r sig ature My commission expires ______6/02 2019 (Affix Notary Seal) Netary Public Notary Public State of Florida Sharon Silverio My Commission FF 236160 Expires 06/02/2019

* Anthen Chang Pus,

SCHEDULE A LEGAL DESCRIPTION

CONDOMINIUM UNIT 302, of CAPIEGS TREE condominium, building 3 according do dhe declaration of condominium thereof as recorded in odficial records book bogo rege 850 of the public records of browned county, florida together with exhibit and amendments and an undivided interest in the common elements there to. Prepared by: Record and Return to:

Ψ,

Quit Claim DEED

This Quit Claim Deed made on the 03 day of 2016
Between CYPIZESS TREE CONOMINIUMO
Whose mailing address is: 2351 NW 41St AVE LAWAGRIAILE 3331]
Hereinafter called the First Party,
and I UIZILEA ARSLAN
Whose mailing address is: DO GOX 245236 PEMBORE PINES 33024

Hereinafter called the Second Party,

WTINESSETH, that the 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 herby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand with 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 \underline{SLO}_{MM} , \underline{CO}_{MM} , State of FLORIDA to wit:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

Subject to covenants, restrictions, casements of record and taxes for the current year.

TAX FOLIO NUMBER: 494125-HC-0240

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

IN WITNESS WHEREOF, the First party has caused these presents to be executed in its name, and its corporate scal to be hereunto affected, by its proper officer thread of uly authorized, this Q_{2}^{3} day of 11_{2} , $20_{1}6_{2}$.

Eric Fulmore (Seal) exandrea Jordan

FLORIDA State of County of } SROWARD instrument is a knowledged before me on this OJ day of 11, 2016 by Treo to me of who has/have produced tification ona and did tak a and dofficial seal in the aforesaid state and county. Witness ature sig 2019 My commission expires (Affix Notary Seal) Notary Public

Notary Public State of Florida Sharon Silverio My Commission FF 236160 xpires 06/02/2019 F

* Anthing Chang Pus ×

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SCHEDULE A LEGAL DESCRIPTION

CONDOMINIUM UNIT SOL, of CYPRENS TREE condominium, building 3 according to the declaration of condominium thereof as recorded in official records book 6090 page 850 of the public records of browood county, floridg together with exhibit and amendments and an undivided interest in the common elements there to. Prepared by: Record and Return to:

١

Quit Claim DEED

This Quit Claim Deed made on the <u>01</u> day of <u>11</u> <u>20</u> <u>16</u> Between <u>YPRESS</u> <u>TREE</u> <u>CONDOMINIUM</u> Whose mailing address is: <u>2551</u> <u>11w</u> <u>4157</u> Ave <u>for</u>; <u>LAUOERDALE</u> <u>23313</u> Hereinafter called the First Party,

and TURK			LAN.	
Whose mailing address is:	PO	BOX	245236	PEMBROKE FINES, FL
Hereinafter called the Second			•	23024

WTINESSETH, that the First Party, for and in consideration of the sum of TEN DOLLARS (\$19.00) in hand paid by the said second party, the receipt whereof is herby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand with 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 ________, state of FLORIDA to wit:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

Subject to covenants, restrictions, casements of record and taxes for the current year.

TAX FOLIO NUMBER: <u>494125-HC-0240</u>

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

IN WITNESS WHEREOF, the First party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 02 day of 11, 20, 14.

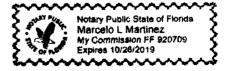
(Seal) (Wit.) (Seal)

SLORIDA State of County of Û ied before me on this OL day of 20 16 by The J 100 res n to me as identification who has have produced who is ronali 01 and did take an oath

Witness my signature and official seal in the aforesaid state and county.

Notary Public

My commission expires ______(Affix Notary Seal)



SCHEDULE A LEGAL DESCRIPTION

CYPRESS TREE 3 CONDO WHIT 302

Condominism unit No 302 , of CYPREN TREE condominism, building 3, according to the Decordin of condominism thereof, as recorded in official Decords book bogo prose 850 of the public Decords of BROWNA county, florion together with exhibits and amendments and an undivided interest in the common elements there to

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2301 NW 41 AVENUE #302, LAUDERHILL, FL 33313 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 September 28, 2018\$4,382.55

Or

* Estimated Amount due if paid by October 16, 2018\$4,431.67

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>October 17, 2018</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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5T WEALTH PARTNERS LP DEPARTMENT #6200, P.O. BOX 830539 BIRMINGHAM, AL 35283

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MEHMET MAIL YALDIZ 2940 SW 22ND AVE #710 DELRAY BEACH, FL 33445

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GOLDMAN SACHS MORTGAGE COMPANY C/O LITTON LOAN SERVICING LP

4828 LOOP CENTRAL DRIVE HOUSTON, TX 77081

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CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313

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EQUITY ONE, INC. DBA EQUITY ONE FINANCIAL SERVICES 301 LIPPINCOTT DRIVE MARLTON, NJ 08053

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2301 NW 41 AVENUE #302, LAUDERHILL, FL 33313 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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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

P.O. BOX 2026 FLINT, MI 48501

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WARNING

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CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 2351 NW 41 AVENUE, CLUBHOUSE LAUDERHILL, FL 33313

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2301 NW 41 AVENUE #302, LAUDERHILL, FL 33313 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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CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 8211 W. BROWARD BLVD. PH 1 PLANTATION, FL 33324

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DATE: September 4th, 2018 PROPERTY ID # 494125-HC-0240 (TD # 40926)

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DELTA MANAGEMENT SOLUTIONS, INC., REGISTERED AGENT O/B/O CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. 7300 W. MCNAB ROAD #220 TAMARAC, FL 33321

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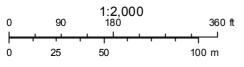
FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury

Property Id: 494125HC0240

**Please see map disclaimer



June 28, 2018







	Domestic Mail Only
1	OFFICIAL USE
	Certified Mail Restricted Delivery \$ Certified
	Postage TD 40926 OCT' 2018 WARNING CYPRESS TREE CONDOMINIUM ASSOCIATION,
	8211 W. BROWARD BLVD. PH 1 PLANTATION, FL 33324

18	U.S. Postal Service [™] CERTIFIED MAIL [®] RECEIPT Domestic Mail Only		
1 9408	For delivery information, visit our website at www. OFFICIAL	USE	
2661	Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) Return Receipt (hardcopy) \$		
0002		Postmark Here	
0680	TD 40926 OCT' 2018 WARNING CYPRESS TREE CONDOMINIUM ASSOCIA		
7018	INC. 2351 NW 41 AVENUE, CLUBHOUSE LAUDERHILL, FL 33313		
	PS Form 3800, April 2015 PSN 7530-02-000-9047 See	Reverse for Instructions	







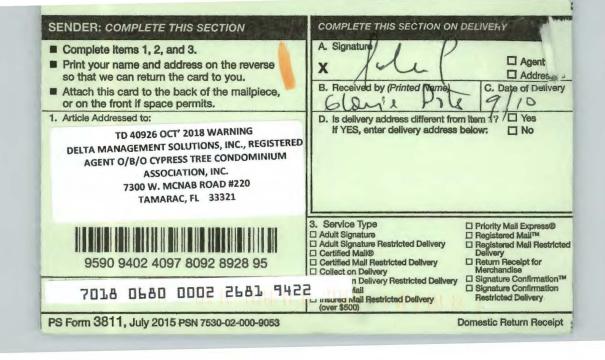


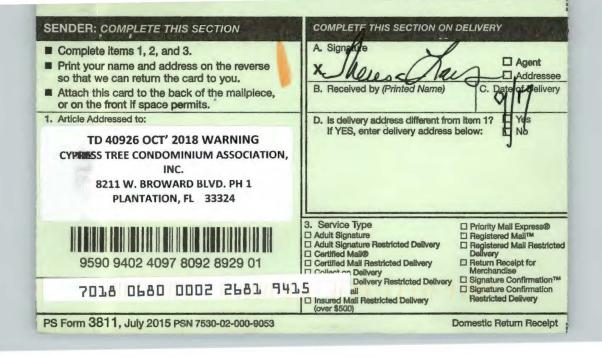




SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mallpiece, or on the front if space permits. 1.' Article Addressed to: TD 40926 OCT' 2018 WARNING CYPRESS TREE CONDOMINIUM ASSOCIATION, INC. \$2351 NW 41 AVENUE, CLUBHOUSE LAUDERHILL, FL 33313 	 A. Signature X B. Received by (<i>Printed Name</i>) D. Is delivery address different front fYES, enter delivery address 	
9590 9402 4097 8092 8929 18	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery Delivery Restricted Delivery	 □ Priority Mail Express® □ Registered Mail™ □ Registered Mail Restricted Delivery □ Return Receipt for Merchandise □ Signature Confirmation™
7018 0680 0002 2681 940 PS Form 3811, July 2015 PSN 7530-02-000-9053	B Iail Iail Restricted Delivery (over \$500)	Pestricted Delivery

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X B. Received by (Printed Name)	Agent Addressee C. Date of Delivery
 Article Addressed to: TD 40926 OCT' 2018 WARNING CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313 	D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No	
9590 9402 4097 8092 8929 49 7018 0680 0002 2681 937	Tall Fibba bolog bolladi y	Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Return Receipt for Merchandise Signature Confirmation™ Signature Confirmation Restricted Delivery
PS Form 3811, July 2015 PSN 7530-02-000-9053	(over \$500)	Domestic Return Receipt





SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X Agent B. Received by (Printed Name) C. Date of Delivery TDGUGG	
TD 40926 OCT' 2018 WARNING 5T WEALTH PARTNERS LP DEPARTMENT #6200, P.O. BOX 830539 BIRMINGHAM, AL 35283	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 4097 8092 8928 88	3. Service Type Priority Mail Express® Adult Signature Registered Mail™ Adult Signature Restricted Delivery Registered Mail Restricted Delivery Certified Mail® Refutered Mail Restricted Delivery Cortified Mail® Return Receipt for Mechandise Collect on Delivery Signature Confirmation™	
7018 0680 0002 2681 943	Iall El Signature Confirmation fail Restricted Delivery Restricted Delivery 0) Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mallplece, or on the front if space permits. TD 40926 OCT' 2018 WARNING	A. Signature B. Flerelived by (Printed Name) Julieta Qui (oz. D. Is delivery address different from If YES, enter delivery address	
GOLDMAN SACHS MORTGAGE COMPANY C/O LITTON LOAN SERVICING LP 4828 LOOP CENTRAL DRIVE HOUSTON, TX 77081		
9590 9402 4097 8092 8929 56	Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery Adult	 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation
701.8 0680 0002 2681 936 PS Form 3811, July 2015 PSN 7530-02-000-9053	Aali Restricted Delivery	Restricted Delivery

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X B. Received by (Printed Name)	C. Date 6. Denvery
1. Article Addressed to:	D. Is delivery address different from ite If YES, enter delivery address beto	
TD 40926 OCT' 2018 WARNING MORTGAR SECTRONIC REGISTRATION SYSTEMS INC P.O. BOX 2026 FLINT, MI 48501	E SEP 10 2018	
9590 9402 4097 8092 8929 25	Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail® Certified Mail Restricted Delivery Collect on Delivery	Priority Mall Express® Registered Mall [™] Registered Mall Restricted Delivery Return Receipt for Merchandise
2 Article Number (Transfer from comics (stat) 7018 0680 0002 2681 93		Signature Confirmation™ Signature Confirmation Restricted Delivery
PS Form 3811, July 2015 PSN 7530-02-000-9053	Dom	estic Return Receipt