



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

**[www.GrantStreet.com](http://www.GrantStreet.com)**

## PROPERTY INFORMATION REPORT

**ORDER DATE:** 05/02/2018

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 05/01/2018

**CERTIFICATE #** 2014-19416

**ACCOUNT #** 514117AF1110

**ALTERNATE KEY #** 634161

**TAX DEED APPLICATION #** 40967

**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 300, Building 19, The Palms of Pembroke, a Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.

**PROPERTY ADDRESS:** 300 PALM CIRCLE E, PEMBROKE PINES FL 33025

### OWNER OF RECORD ON CURRENT TAX ROLL:

YAK LLC

PO BOX 69-4031

MIAMI, FL 33269 (Matches Property Appraiser records.)

### APPARENT TITLE HOLDER & ADDRESS OF RECORD:

YAK LLC

OR: 50645, Page: 1466

PO BOX 820

HALLANDALE, FL 33008 (Per Certificate of Title)

YAK, LLC

5012 FISHER ISLAND DR.

MIAMI, FL 33109 (Per Sunbiz)

C T CORPORATION SYSTEM, REGISTERED AGENT

O/B/O YAK, LLC

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324 (Per Sunbiz)

### 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)

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, OR: 48989, Page: 1417  
ON BEHALF OF THE HOLDERS OF THE HARBORVIEW  
MORTGAGE LOAN TRUST 2006-1 MORTGAGE LOAN  
PASS-THROUGH CERTIFICATES, SERIES 2006-1  
C/O SELECT PORTFOLIO SERVICING, INC.  
3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115  
(Per Assignment of Mortgage for prior owner. No Satisfaction or Release found of record.)

COUNTRYWIDE HOME LOANS, INC. OR: 41286, Page: 788  
300 PALM CIRCLE EAST  
PEMBROKE PINES, FL 33025-1184  
(Per Mortgage for prior owner. No Satisfaction or Release found of record.)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)  
PO BOX 2026  
FLINT, MI 48501-2026  
(Per Mortgage for prior owner. No Satisfaction or Release found of record.)

PRESTIGE ROOFING CONSULTANT Instrument: 114672182  
4155 SW 130 AVE  
MIAMI, FL  
(Per Notice of Commencement. No ZIP code included in address.)

PRESTIGE ROOFING CONSULTANT Instrument: 114672183  
4155 SW 130 AVE #107 Instrument: 114672184  
MIAMI (Per Notice of Commencements. No State or ZIP code included in addresses.)

THE PALMS OF PEMBROKE CONDOMINIUM ASSOCIATION, INC.  
C/O ASSOCIATION SPECIALTY GROUP LLC  
9050 PINES BLVD., SUITE 480  
PEMBROKE PINES, FL 33024 (Per Sunbiz. Declaration recorded in 41018-598.)

BOGEN LAW GROUP, P.A., REGISTERED AGENT  
O/B/O THE PALMS OF PEMBROKE CONDOMINIUM ASSOCIATION, INC.  
7351 WILES RD, SUITE 202  
CORAL SPRINGS, FL 33067 (Per Sunbiz)

**PROPERTY INFORMATION REPORT – CONTINUED**

**PARCEL IDENTIFICATION NUMBER:** 5141 17 AF 1110

**CURRENT ASSESSED VALUE:** \$149,730

**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:**

Corporate Resolution OR: 41258, Page: 1731

Warranty Deed OR: 41286, Page: 761  
(Deed out of Developer)

Mortgage OR: 41286, Page: 764

**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.**

**Wendy Carter**

Title Examiner



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

**CERTIFICATE OF MAILING NOTICES**

**Tax Deed #40967**

**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:

CT CORPORATION SYSTEM,  
REGISTERED AGENT O/B/O YAK, LLC  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

YAK LLC  
PO BOX 69-4031  
MIAMI, FL 33269

YAK LLC  
PO BOX 820  
HALLANDALE, FL 33008

YAK LLC  
300 PALM CIRCLE E  
PEMBROKE PINES, FL 33025

YAK, LLC  
5012 FISHER ISLAND DR.  
MIAMI, FL 33109

COUNTRYWIDE HOME LOANS, INC.  
4500 PARK GRANADA MSN# SVB-314  
CALABASAS, CA 91302-1613

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. (MERS)  
PO BOX 2026  
FLINT, MI 48501-2026

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE, ON BEHALF OF THE  
HOLDERS OF THE HARBORVIEW  
MORTGAGE LOAN TRUST 2006-1  
MORTGAGE LOAN PASS-THROUGH  
CERTIFICATES, SERIES 2006-1 C/O  
SELECT PORTFOLIO SERVICING, INC.  
3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115

CITY OF PEMBROKE PINES  
FINANCE DEPARTMENT  
ATTN MELINDA  
601 CITY CENTER WAY  
PEMBROKE PINES, FL 33025

PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE  
MIAMI, FL 33175-3414

PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE #107  
MIAMI, FL 33175-3414

BOGEN LAW GROUP, P.A.,  
REGISTERED AGENT O/B/O THE  
PALMS OF PEMBROKE  
CONDOMINIUM ASSOCIATION, INC.  
7351 WILES RD, SUITE 202  
CORAL SPRINGS, FL 33067

THE PALMS OF PEMBROKE  
CONDOMINIUM ASSOCIATION, INC.  
1941 N.W. 150TH AVE  
PEMBROKE PINES, FL 33028

THE PALMS OF PEMBROKE  
CONDOMINIUM ASSOCIATION, INC.  
C/O ASSOCIATION SPECIALTY GROUP  
LLC  
9050 PINES BLVD., SUITE 480  
PEMBROKE PINES, FL 33024

\*5T WEALTH PARTNERS LP  
DEPARTMENT #6200, P.O. BOX  
830539  
BIRMINGHAM, AL 35283

**THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE**

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

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

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

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

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

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

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 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 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

40967  
NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER: 19416

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.

*[Handwritten signature of Scherrie A Thomas]*  
Sworn to and subscribed before me this  
4 day of OCTOBER, A.D. 2018  
*[Handwritten signature]*

(SEAL)  
GUERLINE WILLIAMS personally known to me



**Broward County, Florida  
RECORDS, TAXES & TREASURY  
DIVISION/TAX DEED SECTION  
NOTICE OF APPLICATION  
FOR TAX DEED NUMBER 40967**

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: 514117-AF-1110  
Certificate Number: 19416  
Date of Issuance: 06/01/2015  
Certificate Holder:  
5T WEALTH PARTNERS LP  
Description of Property:  
THE PALMS OF PEMBROKE  
CONDO  
UNIT 300 BLDG 19  
A Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.

Name in which assessed:  
YAK LLC  
Legal Titleholders:  
YAK LLC  
PO BOX 69-4031  
MIAMI, FL 33269  
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

**SEE ATTACHED**



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: 17502.38  
401-314  
9/13-20-27 10/4 18-20/0000339642B

Assignment: 16800 Please Route To Supervisor Service Sheet # 18 040228  
BROWARD COUNTY vs. YAK LLC TD 40867  
PLAINTIFF VS. DEFENDANT CASE  
TAX SALE NOTICE COUNTY/BROWARD 10/17/2018  
TYPE OF WRIT COURT HEARING DATE  
YAK LLC 300 PALM CIRCLE E  
SERVE PEMBROKE PINES, FL 33025

14279  
BROWARD COUNTY REVENUE-DELINQ TAX SECTION  
115 S. ANDREWS AVENUE, ROOM A-100  
FT LAUDERDALE, FL 33301  
JULIE AIKMAN, SUPV.  
12178 Attorney

Received this process on 9/18/2018  
Date 6/5/2018  
 Served  
 Not Served - see comments  
9/10/2018 at 10:07  
Date Time

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

**INDIVIDUAL SERVICE**

**SUBSTITUTE SERVICE:**

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

**CORPORATE SERVICE:**

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

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

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

1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_

**POSTED COMMERCIAL:** By attaching a true copy to a conspicuous place on the property in accordance with F.S. 48.183

1<sup>st</sup> attempt date/time: \_\_\_\_\_ 2<sup>nd</sup> attempt date/time: \_\_\_\_\_

**OTHER RETURNS:** See comments

COMMENTS: POST

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

SCOTT J. ISRAEL, SHERIFF  
BROWARD COUNTY, FLORIDA

BY: \_\_\_\_\_ D.S.

[Signature]  
MISS, V. #16809

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION  
PROPERTY ID # 514117-AF-1110 (TD #40967)

RECEIVED SHERIFF  
2018 SEP -5 AM 10:01  
BROWARD COUNTY, FLORIDA

# WARNING

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

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

NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- \* Amount due if paid by September 28, 2018 .....\$14,045.54
- Or
- \* Amount due if paid by October 16, 2018 .....\$14,213.07

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON 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](http://www.broward.org/recordstaxestreasury)

**PLEASE SERVE THIS ADDRESS OR LOCATION**

YAK LLC  
300 PALM CIRCLE E  
PEMBROKE PINES, FL 33025

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



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

## Detail by Entity Name

Foreign Limited Liability Company  
YAK PROPERTIES, LLC

### Cross Reference Name

YAK, LLC

### Filing Information

<b>Document Number</b>	M15000003637
<b>FEI/EIN Number</b>	N/A
<b>Date Filed</b>	04/30/2015
<b>State</b>	DE
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF RA/RO CHG
<b>Event Date Filed</b>	10/08/2015
<b>Event Effective Date</b>	NONE

### Principal Address

5012 FISHER ISLAND DR.  
MIAMI, FL 33109

Changed: 10/08/2015

### Mailing Address

5012 FISHER ISLAND DR.  
MIAMI, FL 33109

Changed: 10/08/2015

### Registered Agent Name & Address

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

Name Changed: 10/08/2015

Address Changed: 10/08/2015

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

DESNICK, JAMES

5012 FISHER ISLAND DR.  
MIAMI, FL 33109

Title Manager

Brody, Efraim, Rabbi  
5012 FISHER ISLAND DR.  
MIAMI, FL 33109

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2016	03/28/2016
2017	03/28/2017
2018	04/30/2018

**Document Images**

<a href="#">04/30/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/08/2015 -- CORLCRACHG</a>	View image in PDF format
<a href="#">10/05/2015 -- Reg. Agent Resignation</a>	View image in PDF format
<a href="#">04/30/2015 -- Foreign Limited</a>	View image in PDF format



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

## Detail by Entity Name

Florida Not For Profit Corporation

THE PALMS OF PEMBROKE CONDOMINIUM ASSOCIATION, INC.

### Filing Information

**Document Number** N05000012142

**FEI/EIN Number** 20-3900324

**Date Filed** 12/02/2005

**State** FL

**Status** ACTIVE

### Principal Address

1941 N.W. 150th Ave  
Pembroke Pines, FL 33028

Changed: 04/03/2015

### Mailing Address

C/O ASSOCIATION SPECIALTY GROUP LLC  
9050 PINES BLVD.  
SUITE 480  
PEMBROKE PINES, FL 33024

Changed: 01/16/2018

### Registered Agent Name & Address

BOGEN LAW GROUP, P.A..  
BOGEN LAW GROUP, P.A..  
7351 WILES RD  
SUITE 202  
CORAL SPRINGS, FL 33067

Name Changed: 01/16/2018

Address Changed: 01/16/2018

### Officer/Director Detail

#### **Name & Address**

Title PRESIDENT

PAREMORE, SHIRLEY  
1941 N.W. 150th Ave  
Pembroke Pines. FL 33028

Title VP

NODAR, CONSUELO  
1941 N.W. 150th Ave.  
Pembroke Pines, FL 33028

Title Treasurer

Mumford, Donna  
7301 NW 4th Street  
104  
Plantation, FL 33317

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2016	02/24/2016
2017	01/05/2017
2018	01/16/2018

### Document Images

<a href="#">01/16/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/05/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/13/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/24/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/03/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/23/2014 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/02/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/01/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/08/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/13/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/21/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/19/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/14/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/10/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/02/2005 -- Domestic Non-Profit</a>	View image in PDF format

Building # 1

Permit # \_\_\_\_\_ Folio # \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

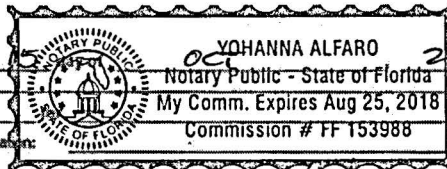
1. Legal Description of Property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit # \_\_\_\_\_ Bldg # \_\_\_\_\_  Lengthy legal attached  
Subdivision / Condominium: \_\_\_\_\_  
Street Address if available: 9485-99-9450 Palm Circle North, Pembroke Pines 33025 #1
2. General description of Improvement: Re-Roof
3. a. Owner name and address: The Palms of Pembroke Condo  
b. Interest in property: owner  
c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
4. a. Contractor name and address: Prestige Roofing Consultants 4155 Sw 130 Ave  
b. Contractor's phone number: 786-412-0471 Miami FL
5. a. Surety name and address: \_\_\_\_\_  
b. Surety's phone number: \_\_\_\_\_  
c. Amount of bond: \$ N/A
6. a. Lender name and address: \_\_\_\_\_  
b. Lender's phone number: N/A
7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: \_\_\_\_\_  
Address: N/A  
b. Phone number: \_\_\_\_\_
8. a. in addition to himself or herself, the Owner designates \_\_\_\_\_ to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida  
b. Phone number of person or entity designated by owner \_\_\_\_\_
9. Expiration date of notice of commencement: \_\_\_\_\_  
(the expiration date is 1 year from the date of recording unless a different date is specified)

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager  
By Shirley Staremore By \_\_\_\_\_  
Print Name Shirley Staremore Print Name \_\_\_\_\_  
Title/Office President Title/Office \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this  
By Shirley Staremore  
 individually, or  as \_\_\_\_\_  
 Personally known, or  produced the following type of identification: \_\_\_\_\_



Signature of Notary Public: Yohanna Alfaro  
Print Name: \_\_\_\_\_  
(SEAL)

**VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES**

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager who signed above:  
By \_\_\_\_\_ By \_\_\_\_\_



Building # 7

2

Permit # \_\_\_\_\_ Folio # \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

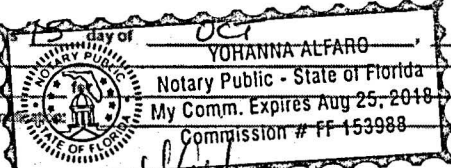
- 1. Legal Description of Property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit # \_\_\_\_\_ Bldg # \_\_\_\_\_  Lengthy legal attached **#7**  
Subdivision / Condominium: 4150 Palm Circle North Pembroke Pines
- 2. General description of Improvement: Re-roof 209-215 Palm Circle East
- 3. a. Owner name and address: The Palms of Pembroke Condo  
b. Interest in property: owner  
c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
- 4. a. Contractor name and address: Prestige Roofing Consultants  
b. Contractor's phone number: 786-412-8471 4155 SW 130 Ave #107 Miami
- 5. a. Surety name and address: \_\_\_\_\_  
b. Surety's phone number: \_\_\_\_\_  
c. Amount of bond: \$ N/A
- 6. a. Lender name and address: \_\_\_\_\_  
b. Lender's phone number: N/A
- 7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: \_\_\_\_\_  
Address: N/A  
b. Phone number: \_\_\_\_\_
- 8. a. In addition to himself or herself, the Owner designates \_\_\_\_\_  
to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida  
b. Phone number of person or entity designated by owner \_\_\_\_\_
- 9. Expiration date of notice of commencement: \_\_\_\_\_  
(the expiration date is 1 year from the date of recording unless a different date is specified)

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager  
By Shirley Paremore By \_\_\_\_\_  
Print Name Shirley S. Paremore Print Name \_\_\_\_\_  
Title/Office \_\_\_\_\_ Title/Office \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Oct, 2017  
By Shirley Paremore  
 Individually, or  as \_\_\_\_\_  
 Personally known, or  produced the following type of identification: \_\_\_\_\_



Signature of Notary Public: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
(SEAL)

**VERIFICATION PURSUANT TO SECTION 82.525, FLORIDA STATUTES**  
Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager who signed above:  
By \_\_\_\_\_ By \_\_\_\_\_

*Buildings 17*

Permit # \_\_\_\_\_ Folio # \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

- 1. Legal Description of Property: Lot \_\_\_\_\_ Block \_\_\_\_\_ Unit # \_\_\_\_\_ Bldg # \_\_\_\_\_  Lengthy legal attached #14  
Subdivision / Condominium: 9472 SOUTH  
Street Address if available: 9450 Palm Circle North Pembroke Pines
- 2. General description of Improvement: Re-roof.
- 3. a. Owner name and address: The Palms of Pembroke Condo  
b. Interest in property: owner  
c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
- 4. a. Contractor name and address: Prestige Roofing Consultant  
b. Contractor's phone number: 786 412-8147 4155 SW 130 Ave #1077 Miami
- 5. a. Surety name and address: \_\_\_\_\_  
b. Surety's phone number: \_\_\_\_\_  
c. Amount of bond: \$ P/A
- 6. a. Lender name and address: \_\_\_\_\_  
b. Lender's phone number: P/A
- 7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: \_\_\_\_\_  
Address: PA  
b. Phone number: \_\_\_\_\_
- 8. a. in addition to himself or herself, the Owner designates \_\_\_\_\_  
to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida  
b. Phone number of person or entity designated by owner \_\_\_\_\_
- 9. Expiration date of notice of commencement: \_\_\_\_\_  
(the expiration date is 1 year from the date of recording unless a different date is specified)

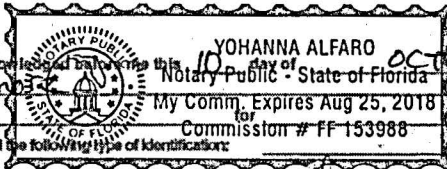
**WARNING TO OWNER:** ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager

By *Shirley S. Tarenore* By \_\_\_\_\_  
Print Name Shirley S. Tarenore Print Name \_\_\_\_\_  
Title/Office President Title/Office \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of OCT, 2017  
By Shirley Tarenore Notary Public of State of Florida  
 Individually, or  as \_\_\_\_\_  
 Personally known, or  produced the following type of identification: \_\_\_\_\_  
My Comm. Expires Aug 25, 2018  
Commission # FF 153988



Signature of Notary Public: *Yohanna Alfaro*  
Print Name: \_\_\_\_\_  
(SEAL)

**VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES**

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager who signed above:

By \_\_\_\_\_ By \_\_\_\_\_

**CERTIFIED COPY OF CORPORATE RESOLUTION  
AND INCUMBENCY CERTIFICATE**

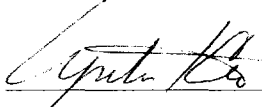
THE UNDERSIGNED OFFICER OF GREC PEMBROKE MANAGEMENT , INC., a Florida corporation (the "Corporation"), as general partner of GREC CONVERSIONS XVIII, LTD., a Florida limited partnership, does hereby certify that the following is a true and correct copy of a resolution duly and unanimously adopted by the shareholders and directors of the Corporation at a duly called joint meeting of the shareholders and directors at which the shareholders and directors were present and voting throughout:

"BE IT RESOLVED that this Corporation, as general partner of the Partnership, approve the sale of all the units within the THE PALMS OF PEMBROKE, A CONDOMINIUM.

BE IT FURTHER RESOLVED that Agustin Herran, the President and Secretary of this Corporation or Daniel Herran, Vice President of this Corporation each individually, on behalf of the Corporation as General Partner of the Partnership, be and they are hereby authorized and directed, as to negotiate the specific terms and conditions of each contract for purchase of a unit and to execute and deliver on behalf of the Partnership such deeds, affidavits, closing statements and such other instruments and documents as may be necessary or required in order to consummate the transfer of title, all of which shall contain such terms and conditions as said officer of this Corporation shall determine to be in the best interest of the Partnership, with the signature of any such officer to be conclusive evidence of such determination and of the authority of said officer to execute and deliver the same."

THE UNDERSIGNED OFFICER FURTHER CERTIFIES that the foregoing resolution was duly and regularly enacted at a joint meeting of the board of directors and shareholders called for that purpose and held in accordance with the articles of incorporation and by-laws of the Corporation and the laws of the State of Florida; that the shareholders and directors of the Corporation have full power and authority to bind the Corporation pursuant thereto; and that the resolution is in full force and effect as of the date of this Certificate and has not been altered, modified or rescinded.

THE UNDERSIGNED FURTHER CERTIFIES that the following are the duly elected and acting officers of the Corporation, and that the specimen signatures set opposite the names of certain of the officers below, who have executed and/or will be executing documents in connection with the transactions authorized by the foregoing resolution, are the genuine signatures of such officers:

Agustin Herran, President :  \_\_\_\_\_

Daniel Herran, Vice President: \_\_\_\_\_

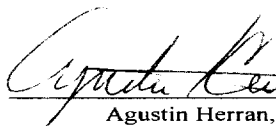
**IN WITNESS WHEREOF**, I have affixed my name in my capacity as the officer of the Corporation set forth below my signature, and I have affixed the corporate seal of the Corporation to this certificate this 4th day of January, 2006.



Name: Agustin Herran  
Title: President

[CORPORATE SEAL]

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and affixed the Company's corporate seal this 4th day of January, 2006.



Agustin Herran, Secretary

THIS INSTRUMENT PREPARED BY,  
RECORD & RETURN TO:  
Machado & Herran, P.A.  
Jose Luis Machado, Esq.  
8500 S.W. 8<sup>th</sup> Street, Suite #238  
Miami, Florida 33144

Property Folio Number: 11117-20-00100 and 11117-20-00300 (a portion thereof)

## **SPECIAL CONDOMINIUM WARRANTY DEED**

THIS INDENTURE, made this 6th day of January, 2006, between **GREC CONVERSIONS XVIII, LTD., a Florida limited partnership**, of the County of Miami-Dade in the State of Florida, hereinafter referred to as "GRANTOR", and whose post office address is: 8500 S.W. 8<sup>th</sup> Street, Suite #228, Miami, Florida 33144, and **Bridgette O. Hibbert, a single person**, hereinafter referred to as "GRANTEE", whose post office address is: 300 Palm Circle East, Pembroke Pines, FL 33028.

That the said GRANTOR, for and in consideration of the sum of \$10.00 and other valuable consideration, to him in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, its heirs and assigns forever, the following described land, to wit:

**Building 19, Unit 300, The Palms of Pembroke, a Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.**

GRANTEE, by acceptance hereof acknowledges that the conveyance is subject in every respect to the aforesaid Declaration and the Exhibits attached hereto, including but not limited to (whether the same are attached to the Declaration or referred to therein), the By-Laws and the Articles of Incorporation of the Association; and GRANTEE further acknowledges reading and examining said Declaration and said Exhibits; and further acknowledges that each and every provision of the foregoing is essential to the successful operation and management of said condominium property in the best interests and for the benefit of all owners therein, GRANTEE and all owners of parcels in the aforescribed Condominium, covenant and agree to abide by each and every provision of said Declaration and all exhibits attached thereto. GRANTEE hereby ratifies, confirms and approves all of the terms and provisions of said Declaration and exhibits attached thereto.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Real Estate Taxes for 2006 and thereafter, which are not yet due and payable.
2. Conditions, restrictions, dedications, reservations, existing zoning ordinances, and easements of record including but not limited to, water, sewer, gas, electric and other utility agreements of record, but shall not reimpose same.
3. Covenants, conditions, restrictions, terms and other provisions of the said Declaration of Condominium and other condominium instruments, including the amendment(s) to same, if any, as well as the master association for the property.

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

To have and to hold the same in fee simple forever.

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


In Witness Whereof, the GRANTOR has caused these presents to execute in its name, by its proper officers thereunto duly authorized, the day and year first above written.

GREC Conversions XVIII, Ltd.  
a Florida limited partnership

By: GREC Pembroke Management, Inc., a Florida corporation and General Partner

  
Name: Vanessa Baez

  
Name: Barbara A Telleria

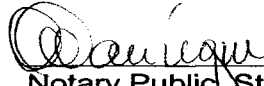
  
\_\_\_\_\_  
Agustin Herran, President

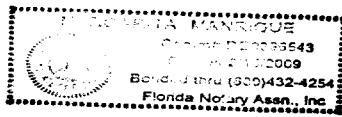
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 6th day of January, 2006, by Agustin Herran, President of GREC Pembroke Management, Inc., a Florida corporation and General Partner of GREC Conversions XVIII, Ltd., a Florida limited partnership, (x) who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

My commission expires:

  
\_\_\_\_\_  
Notary Public, State of Florida



After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423  
This document was prepared by:  
GERALD CHAPMAN  
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH COURT #175  
MIAMI LAKES  
FL 33016

[Space Above This Line For Recording Data]

[Redacted] 00012447451701006  
[Escrow/Closing #] [Doc ID #]

### MORTGAGE

MIN 1000157-0006290249-5

#### 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 JANUARY 06, 2006, together with all Riders to this document.
- (B) "Borrower" is BRIDGETTE O HIBBERT, A SINGLE WOMAN

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is COUNTRYWIDE HOME LOANS, INC. Lender is a CORPORATION organized and existing under the laws of NEW YORK

Lender's address is 4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 06, 2006. The Note states that Borrower owes Lender TWO HUNDRED TWENTY ONE THOUSAND ONE HUNDRED and 00/100

Dollars (U.S. \$ 221,100.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2036

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

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

Page 1 of 11

VMP -6A(FL) (0005) CONV/VA

CHL (08/05)(d)

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

Form 3010 1/01



24



DOC ID #: 00012447451701006

(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]:

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

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

COUNTY of [Type of Recording Jurisdiction]

BROWARD : [Name of Recording Jurisdiction]

SEE SCHEDULE "A" FOR LEGAL DESCRIPTION

DOC ID #: 00012447451701006

Parcel ID Number: TBA

which currently has the address of  
 300 PALM CIRCLE EAST, PEMBROKE PINES  
 ,  
 [Street/City]

Florida 33025-1184 ("Property Address"):  
 [Zip Code]

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

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

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

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

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

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

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

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

DOC ID #: 00012447451701006

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to



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which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

DOC ID #: 00012447451701006

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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

Signed, sealed and delivered in the presence of:

*Martha M. Borrero* \_\_\_\_\_ (Seal)  
 Martha M. Borrero BRIDGETTE C. HIBBERT -Borrower  
 13749 NW 18 COURT (Address)  
 PENSACOLA, FL 33028

*Sandra L. Wall* \_\_\_\_\_ (Seal)  
 Sandra L. WALL -Borrower  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ (Address)

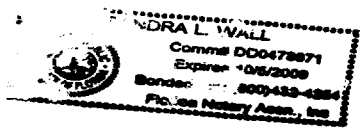
STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this Broward County ss: 1/12/06 by

BRIDGETTE C. HIBBERT

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

*Sandra L. Wall*  
 \_\_\_\_\_  
 Notary Public



## EXHIBIT "A"

Building 19, Unit 300, The Palms of Pembroke, a Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.



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

PALMS OF PEMBROKE

[Name of Condominium Project]

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

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

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

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

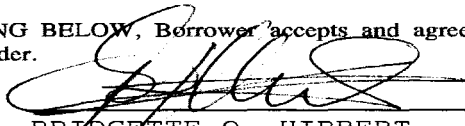
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby 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.

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

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



BRIDGETTE O. HIBBERT  
13749 NW 18 COURT  
PEMBROKE PINES, FL 33028

\_\_\_\_\_(Seal)

- Borrower

\_\_\_\_\_(Seal)

- Borrower

\_\_\_\_\_(Seal)

- Borrower

\_\_\_\_\_(Seal)

- Borrower

### 1-4 FAMILY RIDER (Assignment of Rents)

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
GERALD CHAPMAN  
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH COURT #175  
MIAMI LAKES  
FL 33016

[Escrow/Closing #] 00012447451701006  
[Doc ID #]

THIS 1-4 FAMILY RIDER is made this SIXTH day of JANUARY, 2006 ,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure  
Borrower's Note to  
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
300 PALM CIRCLE EAST  
PEMBROKE PINES, FL 33025-1184  
[Property Address]

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

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

 -57R (0401).01

CHL (06/04)(d)

Page 1 of 3

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

Initials:   
Form 3170 1/01



DOC ID #: 00012447451701006

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

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and



DOC ID #: 00012447451701006

maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



BRIDGETTE O. HIBBERT  
13749 NW 18 COURT  
PEMBROKE PINES, FL 33028

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

**ADJUSTABLE RATE RIDER**  
**(PayOption MTA Twelve Month Average Index - Payment Caps)**

[Escrow/Closing #] [REDACTED] 00012447451701006  
[Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this SIXTH day of  
JANUARY, 2006, and is incorporated into and shall be deemed to amend and supplement  
the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by  
the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to  
COUNTRYWIDE HOME LOANS, INC.

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

300 PALM CIRCLE EAST  
PEMBROKE PINES, FL 33025-1184  
[Property Address]

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

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

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

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

• PayOption MTA ARM Rider  
1E310-XX (09/05)(d)

Page 1 of 6



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\* 1 2 4 4 7 4 5 1 7 0 0 0 0 1 E 3 1 0 \*

DOC ID #: 0001244745170

**2. INTEREST****(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 2.500%. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 2.500%. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the first \_\_\_\_\_ day of MARCH, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

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

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


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

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 575/1000 percentage point(s) ( 3.575 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

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

I will make a payment every month.

• PayOption MTA ARM Rider  
1E310-XX (09/05)

  
Page 2 of 6

DOC ID #: 00012447451701006

I will make my monthly payments on the FIRST day of each month beginning on March, 2006. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on FEBRUARY 01, 2036, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

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

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 873.61, unless adjusted under Section 3 (F).

**(C) Payment Change Dates**


My monthly payment may change as required by Section 3(D) below beginning on the first day of MARCH, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

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

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

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

• PayOption MTA ARM Rider  
1E310-XX (09/05)

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

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

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

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent ( 115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

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

**(H) Payment Options**

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

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(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

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

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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

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

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

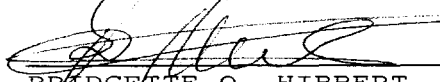
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

DOC ID #: 00012447451701006

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



BRIDGETTE O. HIBBERT  
13749 NW 18 COURT  
PEMBROKE PINES, FL 33028

-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

Recording Requested By:  
RICHMOND MONROE GROUP

When Recorded Return To:

RICHMOND MONROE GROUP  
PO BOX 458  
KIMBERLING CITY, MO 65686



**CORPORATE ASSIGNMENT OF MORTGAGE**

Broward, Florida REFERENCE #: 357996865 "HIBBERT"  
INVESTOR #: U57  
MERS #: 1000157-0006290249-5 VRU #: 1-888-679-6377

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. ITS SUCCESSORS AND ASSIGNS at C/O SELECT PORTFOLIO SERVICING 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.  
Assignee: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE HARBORVIEW MORTGAGE LOAN TRUST 2006-1 MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2006-1 at C/O SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.  
Executed By: BRIDGETTE O HIBBERT, A SINGLE WOMAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.  
Date of Mortgage: 01/06/2006 Recorded: 01/17/2006 in Book/Reel/Liber: 41286 Page/Folio: 764 as Instrument No.: 105701531 In Broward County, State of Florida.

Property Address: 300 PALM CIRCLE EAST, PEMBROKE PINES, FL 33025-1184

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with other evidence of indebtedness, said Mortgage having an original principal sum of \$221,100.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

On APR 10 2012

By: [Signature]  
JEFF YOUNG, VICE PRESIDENT

WITNESS [Signature]  
Ana Novakovich

WITNESS [Signature]  
LUISA ALFONSO



STATE OF UTAH  
COUNTY OF SALT LAKE  
APR 10 2012

On \_\_\_\_\_, before me, SHIRLEY TUITUPOU, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared JEFF YOUNG, VICE PRESIDENT, signing on behalf of Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,  
[Signature]  
SHIRLEY TUITUPOU  
Notary Expires: 11/12/2012 #576792



(This area for notarial seal)

1162-71007

2



CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

Prepared By: **BILL KOCH, SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT  
84115 801-313-2242**

3

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

This document was prepared by:  
GERALD CHAPMAN  
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH COURT #175  
MIAMI LAKES  
FL 33016

[Space Above This Line For Recording Data]

[Escrow/Closing #]

00012447452501006

[Doc ID #]

**MORTGAGE**  
(Line of Credit)

MIN 1000157-0006290252-9

THIS MORTGAGE, dated JANUARY 06, 2006, is between  
BRIDGETTE O HIBBERT, A SINGLE WOMAN

residing at  
13749 NW 18 COURT

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for COUNTRYWIDE HOME LOANS, INC.

("Lender" or "you") and its successors and assigns. **MERS is the "Mortgagee" under this Mortgage.**

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we 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 premises located at:

300 PALM CIRCLE EAST  
Street

PEMBROKE PINES  
Municipality

BROWARD  
County

FL 33025-1184 (the "Premises").  
State ZIP

and further described as:

SEE SCHEDULE "A" FOR LEGAL DESCRIPTION



\* 2 3 9 9 1 \*



\* 1 2 4 4 7 4 5 2 5 0 0 0 0 2 D 9 9 3 \*

15

## EXHIBIT "A"

Building 19, Unit 300, The Palms of Pembroke, a Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.

DOC ID #: 00012447452501006

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage

LOAN: This Mortgage will secure Lender's loan to us in the principal amount of \$ 27,600.00 or so much thereof as may be advanced and readvanced from time to time to BRIDGETTE O. HIBBERT

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated 01/06/2006, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide Lender with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting Lender's consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all time against loss, by fire, flood and any other hazards Lender may specify. We may choose the insurance company, but our choice is subject to Lender's reasonable approval. The policies must be for at least the amounts and the time periods that Lender specifies. We will deliver to Lender upon Lender's request the policies of other proof of the insurance. The policies must name Lender as "mortgagee" and "loss-payee" so that Lender will receive payment on all insurance claims, to the extent of this Mortgage, before we do. The insurance policies must also provide that Lender be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to Lender. In the event of loss or damage to the Premises, we will immediately notify Lender in writing and file a proof of loss with the insurer. Lender may file a proof of loss on our behalf if we fail or refuse to do so. Lender may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If Lender receives payment of a claim, Lender will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to Lender the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to Lender, subject to the terms of any Prior Mortgage.

DOC ID #: 00012447452501006

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

**OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, Lender may, if Lender chooses, perform our obligations and pay such costs and expenses. Lender will add the amounts Lender advances to the sums owing on the Note, on which Lender will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our agreements with Lender, Lender may, if Lender chooses, advance any sums to satisfy any of our agreements with Lender or MERS and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Lender's payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that Lender obtains to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated \_\_\_\_\_ and given by us to \_\_\_\_\_

as mortgagee, in the original amount of \$ 0.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without Lender's prior written consent.

(j) **INSPECTION:** We will permit Lender to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned without releasing us or the Premises. Lender may add or release any person or property obligated under the Note and this Mortgage with losing rights in the Premises.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, Lender may foreclose upon this Mortgage. This means that Lender may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money Lender receive from the sale is not enough to pay off what we owe, we will still owe the difference which Lender may seek to collect from us in accordance with applicable law. In addition, Lender may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, Lender shall be entitled to collect all reasonable fees and costs actually incurred by Lender in proceeding to foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

DOC ID #: 00012447452501006

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and the obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for MERS and Lender's benefit and for the benefit of anyone to whom it may be assigned. Upon payment in full of all amounts owing under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Mortgage and provided the obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

**GENERAL:** You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

DOC ID #: 00012447452501006

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

WITNESS:

*Yutka Movero*  
\_\_\_\_\_  
martha morrero

*Sandra L. [Signature]*  
\_\_\_\_\_  
Sandra L. [Signature]

\_\_\_\_\_  
Mortgagor: BRIDGETTE O. HIBBERT  
13749 NW 18 COURT  
PEMBROKE PINES, FL 33028 (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

\_\_\_\_\_  
Mortgagor: (SEAL)

STATE OF FLORIDA,

Broward County ss:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Jan. 2008

BRIDGETTE O. HIBBERT  
who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Sandra L. [Signature]*  
\_\_\_\_\_  
Notary Public



**1-4 FAMILY RIDER  
Assignment of Rents**

Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
GERALD CHAPMAN  
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH COURT #175  
MIAMI LAKES  
FL 33016

[Redacted]  
[Escrow/Closing #]

124474525  
[Loan #]

● HELOC - 1-4 Family Rider  
1U443-XX (07/05)(d)

Page 1 of 6





LOAN #: [REDACTED]

THIS 1-4 FAMILY RIDER is made this 6th day of JANUARY, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to: COUNTRYWIDE HOME LOANS, INC.

4500 Park Granada  
Calabasas, CA 91302-1613

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

300 PALM CIRCLE EAST  
PEMBROKE PINES, FL 33025-1184

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

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

LOAN #: [REDACTED]

- C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. **RENT LOSS INSURANCE.** If Borrower at any time does not occupy the Property, and rents the Property, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument.
- E. **ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender and Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by the Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender,



LOAN #: [REDACTED]

Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

Except in connection with a senior loan secured by the property as disclosed to Lender in writing prior to the date hereof, Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all of the sums secured by the Security Instrument are paid in full.

**G. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fee and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debts of Borrower secured by the Security Instrument.

A handwritten signature in black ink, appearing to be the initials 'BW' with a flourish extending to the right.

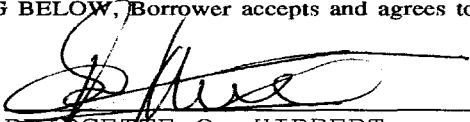
LOAN #: [REDACTED]

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

A handwritten signature in black ink, consisting of a stylized initial 'B' followed by a long horizontal line extending to the right.

LOAN #: [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



BRIDGETTE O. HIBBERT Borrower  
13749 NW 18 COURT  
PEMBROKE PINES, FL 33028

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

### CONDOMINIUM RIDER

**Return To:**  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

**Prepared By:**  
GERALD CHAPMAN  
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH COURT #175  
MIAMI LAKES  
FL 33016

[Escrow/Closing #] [REDACTED] 00012447452501006  
[Doc ID #]

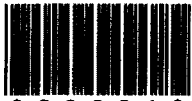
THIS CONDOMINIUM RIDER is made this SIXTH day of  
JANUARY, 2006, and is incorporated into and shall be deemed to amend and supplement the  
Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the  
undersigned (the "Borrower") to secure Borrower's Note to  
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at  
300 PALM CIRCLE EAST  
PEMBROKE PINES, FL 33025-1184  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium  
project known as:  
PALMS OF PEMBROKE  
[Name of Condominium Project]

**MULTISTATE CONDOMINIUM RIDER - Single Family/Second Mortgage**  
VMP -208R (0402) CHL (06/04)(d) Page 1 of 3  
VMP Mortgage Solutions, Inc. (800)521-7291

Initials  3/99



\* 2 3 9 9 1 \*



\* 1 2 4 4 7 4 5 2 5 0 0 0 0 2 2 0 8 R \*

DOC ID #: 00012447452501006

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

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

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

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

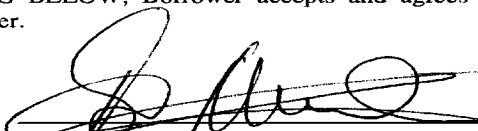
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

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

DOC ID #: 00012447452501006

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

  
\_\_\_\_\_  
BRIDGETTE O. HIBBERT (Seal)  
13749 NW 18 COURT - Borrower  
PEMBROKE PINES, FL 33028

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

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

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



1

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

PALM OF PEMBROKE CONDO ASSN INC  
Plaintiff

CACE-12-029334  
Division: 08

VS.

HIBBERT, BRIDGETTE O ; MORTGAGE ELECTRONIC  
REGISTRATION SYS INC ; ("MERS")  
Defendant

**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 February 26, 2014, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

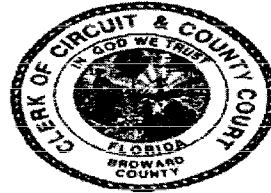
The following property in Broward County, Florida:

**Condominium Unit 300, Building 19, The Palms of Pembroke, a Condominium, according to the Declaration of Condominium thereof, as recorded on December 5, 2005 in Official Records Book 41018, Page 598, Public Records of Broward County, Florida, along with an undivided interest in the common elements appurtenant thereto.**

**Property address: 300 Palm Circle East, Pembroke Pines, FL 33025.**

Was sold to: YAK LLC, A DELAWARE LIMITED LIABILITY COMPANY  
PO Box 820 Hallandale, FL, 33008

Witness my hand and the seal of this court on March 11, 2014.



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

Total consideration: \$42,600.00  
Doc Stamps: \$298.20

1

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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

- \* Estimated Amount due if paid by September 28, 2018 .....\$14,045.54
- Or
- \* Estimated Amount due if paid by October 16, 2018 .....\$14,213.07

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

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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5T WEALTH PARTNERS LP  
DEPARTMENT #6200, P.O. BOX 830539  
BIRMINGHAM, AL 35283

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C T CORPORATION SYSTEM, REGISTERED AGENT O/B/O YAK, LLC

1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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YAK LLC  
PO BOX 69-4031  
MIAMI, FL 33269

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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YAK LLC  
PO BOX 820  
HALLANDALE, FL 33008

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**DATE: September 4th, 2018**  
**PROPERTY ID # 514117-AF-1110 (TD # 40967)**

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YAK LLC  
300 PALM CIRCLE E  
PEMBROKE PINES, FL 33025

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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YAK, LLC  
5012 FISHER ISLAND DR.  
MIAMI, FL 33109

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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COUNTRYWIDE HOME LOANS, INC.  
4500 PARK GRANADA MSN# SVB-314  
CALABASAS, CA 91302-1613

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)

PO BOX 2026  
FLINT, MI 48501-2026

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**DATE: September 4th, 2018**  
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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE HARBORVIEW MORTGAGE LOAN TRUST 2006-1 MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2006-1 C/O SELECT PORTFOLIO SERVICING, INC.  
3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115

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**PROPERTY ID # 514117-AF-1110 (TD # 40967)**

# WARNING

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

CITY OF PEMBROKE PINES  
FINANCE DEPARTMENT  
ATTN MELINDA  
601 CITY CENTER WAY  
PEMBROKE PINES, FL 33025

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 300 PALM CIRCLE E, PEMBROKE PINES, FL 33025 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

- \* Estimated Amount due if paid by September 28, 2018 .....\$14,045.54
- Or
- \* Estimated Amount due if paid by October 16, 2018 .....\$14,213.07

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

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

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

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

# WARNING

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

PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE  
MIAMI, FL 33175-3414

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 300 PALM CIRCLE E, PEMBROKE PINES, FL 33025 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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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

# WARNING

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PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE #107  
MIAMI, FL 33175-3414

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 300 PALM CIRCLE E, PEMBROKE PINES, FL 33025 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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DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

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BOGEN LAW GROUP, P.A., REGISTERED AGENT O/B/O THE PALMS OF PEMBROKE  
CONDOMINIUM ASSOCIATION, INC.  
7351 WILES RD, SUITE 202  
CORAL SPRINGS, FL 33067

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 300 PALM CIRCLE E, PEMBROKE  
PINES, FL 33025 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS  
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FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

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

DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

# WARNING

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THE PALMS OF PEMBROKE CONDOMINIUM ASSOCIATION, INC.

1941 N.W. 150TH AVE  
PEMBROKE PINES, FL 33028

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DATE: September 4th, 2018  
PROPERTY ID # 514117-AF-1110 (TD # 40967)

# WARNING

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THE PALMS OF PEMBROKE CONDOMINIUM ASSOCIATION, INC. C/O ASSOCIATION  
SPECIALTY GROUP LLC  
9050 PINES BLVD., SUITE 480  
PEMBROKE PINES, FL 33024

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 300 PALM CIRCLE E, PEMBROKE PINES, FL 33025 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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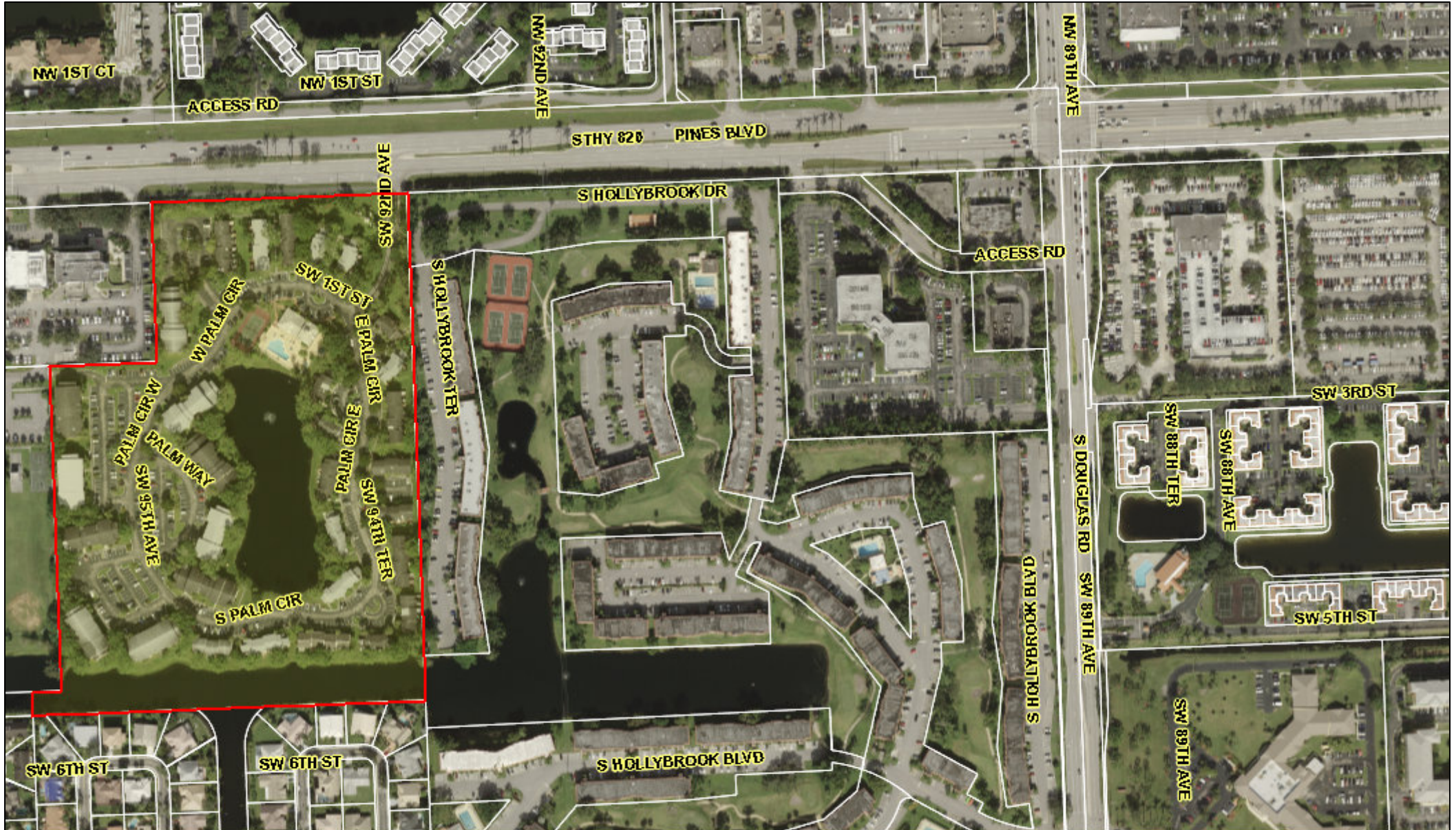
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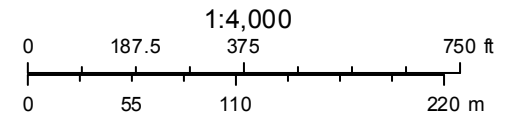
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[www.broward.org/recordstaxestresury](http://www.broward.org/recordstaxestresury)



June 28, 2018



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City, state and ZIP

**TD 40967 OCTOBER 2018 WARNING**  
**5T WEALTH PARTNERS LP**  
**DEPARTMENT #6200, P.O. BOX 830539**  
**BIRMINGHAM, AL 35283**

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**TD 40967 OCTOBER 2018 WARNING**  
**THE PALMS OF PEMBROKE CONDOMINIUM**  
**ASSOCIATION, INC. C/O ASSOCIATION SPECIALTY**  
**GROUP LLC**  
**9050 PINES BLVD., SUITE 480**  
**PEMBROKE PINES, FL 33024**

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**TD 40967 OCTOBER 2018 WARNING**  
**THE PALMS OF PEMBROKE CONDOMINIUM**  
**ASSOCIATION, INC.**  
**1941 N.W. 150TH AVE**  
**PEMBROKE PINES, FL 33028**

7018 0680 0002 2681 8777

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**BOGEN LAW GROUP, P.A., REGISTERED AGENT O/B/I**  
**THE PALMS OF PEMBROKE CONDOMINIUM**  
**ASSOCIATION, INC.**  
**7351 WILES RD, SUITE 202**  
**CORAL SPRINGS, FL 33067**

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- Adult Signature Restricted Delivery \$ \_\_\_\_\_

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TD 40967 OCTOBER 2018 WARNING  
PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE #107  
MIAMI, FL 33175-3414

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PRESTIGE ROOFING CONSULTANT  
4155 SW 130 AVE  
MIAMI, FL 33175-3414**

City, State, ZIP+4™

PS Form 3800, April 2015 PSN 7530-02-000-8047

See Reverse for Instructions



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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
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TD 40967 OCTOBER 2018 WARNING  
CITY OF PEMBROKE PINES  
FINANCE DEPARTMENT  
ATTN MELINDA  
601 CITY CENTER WAY  
PEMBROKE PINES, FL 33025

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

See Reverse for Instructions

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TD 40967 OCTOBER 2018 WARNING

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF  
OF THE HOLDERS OF THE HARBORVIEW MORTGAGE LOAN  
TRUST 2006-1 MORTGAGE LOAN PASS-THROUGH  
CERTIFICATES, SERIES 2006-1 C/O SELECT PORTFOLIO  
SERVICING, INC.

3815 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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**TD 40967 OCTOBER 2018 WARNING  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. (MERS)  
PO BOX 2026  
FLINT, MI 48501-2026**

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**TD 40967 OCTOBER 2018 WARNING  
COUNTRYWIDE HOME LOANS, INC.  
4500 PARK GRANADA MSN# SVB-314  
CALABASAS, CA 91302-1613**

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TD 40967 OCTOBER 2018 WARNING  
YAK, LLC  
5012 FISHER ISLAND DR.  
MIAMI, FL 33109

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- Adult Signature Required \$ \_\_\_\_\_

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TD 40967 OCTOBER 2018 WARNING

YAK LLC

300 PALM CIRCLE E

PEMBROKE PINES, FL 33025

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Total

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City, State, ZIP+4®

City, State, ZIP+4®

701A 0680 0002 2681 885

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<input type="checkbox"/> Signature Restricted Delivery	\$ _____

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TD 40967 OCTOBER 2018 WARNING  
YAK LLC  
PO BOX 820  
HALLANDALE, FL 33008

City, State, ZIP+4®

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Extra Services & Fees (check box, add fee as appropriate)

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

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**TD 40967 OCTOBER 2018 WARNING**  
**YAK LLC**  
**PO BOX 69-4031**  
**MIAMI, FL 33269**

7018 0680 0002 2681 8661



U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7018 0680 0002 2681 8654

Certified Mail Fee

\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Pc

\$ \_\_\_\_\_

Toi

\$ \_\_\_\_\_

Sei

Stre

City, State, ZIP+4®

\_\_\_\_\_

**TD 40967 OCTOBER 2018 WARNING**  
**CT CORPORATION SYSTEM, REGISTERED AGEN**  
**O/B/O YAK, LLC**  
**1200 SOUTH PINE ISLAND ROAD**  
**PLANTATION, FL 33324**

**SENDER: COMPLETE THIS SECTION**

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

TD 40967 OCTOBER 2018 WARNING  
 BOGEN LAW GROUP, P.A., REGISTERED AGENT O/B/C  
 THE PALMS OF PEMBROKE CONDOMINIUM  
 ASSOCIATION, INC.  
 7351 WILES RD, SUITE 202  
 CORAL SPRINGS, FL 33067



9590 9402 4097 8092 8940 59

2. *(see label)*  
 7018 0680 0002 2681 8760

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Kyle Mixson*  Agent  Addressee

B. Received by, (Printed Name) *Kyle Mixson* C. Date of Delivery *9/7/18*

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

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

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

TD 40967 OCTOBER 2018 WARNING  
 PRESTIGE ROOFING CONSULTANT  
 4155 SW 130 AVE  
 MIAMI, FL 33175-3414



9590 9402 4097 8092 8940 73

2 Article Number 7018 0680 0002 2681 8746

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*M Jones*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-10-18

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Delivery Restricted Delivery
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

TD 40967 OCTOBER 2018 WARNING  
 CITY OF PEMBROKE PINES  
 FINANCE DEPARTMENT  
 ATTN MELINDA  
 601 CITY CENTER WAY  
 PEMBROKE PINES, FL 33025



9590 9402 4097 8092 8940 80

7018 0680 0002 2681 8739

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

*[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

*[Handwritten Name]*

C. Date of Delivery

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Restricted

(over 500)

Signature Confirmation™  
 Signature Confirmation  
 Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

TD 40967 OCTOBER 2018 WARNING  
 PRESTIGE ROOFING CONSULTANT  
 4155 SW 130 AVE #107  
 MIAMI, FL 33175-3414



9590 9402 4097 8092 8940 66

2

7018 0680 0002 2681 8753

**COMPLETE THIS SECTION ON DELIVERY**

Signature

X *[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

**3. Service Type**

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

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

TD 40967 OCTOBER 2018 WARNING  
 YAK LLC  
 PO BOX 820  
 HALLANDALE, FL 33008



9590 9402 4097 8092 8941 41

2. 7018 0680 0002 2681 8678

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

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

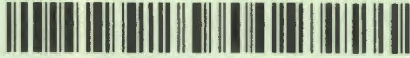
D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Certified Mail Restricted Delivery with Signature Restricted Delivery
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

TD 40967 OCTOBER 2018 WARNING  
 YAK, LLC  
 5012 FISHER ISLAND DR.  
 MIAMI, FL 33109



9590 9402 4097 8092 8941 27

2. Article Number (Transfer from mailpiece)

7018 0680 0002 2681 8692

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 Desnick 9.12.18

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

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

(over \$500)

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD 40967 OCTOBER 2018 WARNING  
 ST WEALTH PARTNERS LP  
 DEPARTMENT #6200, P.O. BOX 830539  
 BIRMINGHAM, AL 35283



9590 9402 4097 8092 8940 28

2. Article Number (Transfer from front of mailpiece)  
7018 0680 0002 2681 8791

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 X *T.D.*

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

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

*BIRMINGHAM, AL 35283*  
**SEP 10 2018**  
*OFFICE*

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



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD 40967 OCTOBER 2018 WARNING  
 MOBILE ELECTRONIC REGISTRATION  
 SYSTEMS, INC. (MERS)  
 PO BOX 2026  
 FLINT, MI 48501-2026



9590 9402 4097 8092 8941 03

7018 06801100021268118715

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Delivery Restricted Delivery
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

TD 40967 OCTOBER 2018 WARNING  
 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF  
 OF THE HOLDERS OF THE HARBORVIEW MORTGAGE LOAN  
 TRUST 2006-1 MORTGAGE LOAN PASS-THROUGH CERTIFICATES,  
 SERIES 2006-1 C/O SELECT PORTFOLIO SERVICING, INC.  
 3815 SOUTH WEST TEMPLE  
 SALT LAKE CITY, UT 84115



9590 9402 4097 8092 8940 97

2 7018 0680 0002 2681 8722

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 X *LeeAnn Stanger*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
 LEEANN STANGER 9/10/18

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



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

Insured mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

TD 40967 OCTOBER 2018 WARNING  
 YAK LLC  
 PO BOX 69-4031  
 MIAMI, FL 33269



9590 9402 4097 8092 8941 58

2. Article Number (Transfer from service label)

7018 0680 0002 2681 8661

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

*Deborah E. Mink*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over 9000)

Domestic Return Receipt