

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

www.GrantStreet.com

UPDATE REPORT

UPDATE ORDER DATE: 08/10/2018

REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 08/09/2018 CERTIFICATE # 2012-19100 ACCOUNT # 514034AA0490 ALTERNATE KEY # 679449 TAX DEED APPLICATION # 41120

COUNTY, STATE: BROWARD, FL

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

LEGAL DESCRIPTION:

Condominium Unit No. 3, Building 5, LAS TERRAZAS AT VIZCAYA, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 39771, Page 1908, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 4905 SW 140 TERRACE #3, MIRAMAR FL 33027

OWNER OF RECORD ON CURRENT TAX ROLL:

HOMERO LUIS GARCIA H/E & BETTY VEGA 4905 SW 140 TER MIRAMAR, FL 33027 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

BETTY VEGA AND HOMERO LUIS GARCIA 4905 SW 140TH TERRACE, UNIT 3 MIRAMAR, FL 33027 (Per Deed out of the Developer.)

BETTY VEGA 18246 MEDITERRANEAN BLVD #1004 MIAMI, FL 33015 (Per Mortgage in 42913-1235.)

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

MORTGAGE HOLDER OF RECORD:

No new documents found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

BANKUNITED, FSB OR: 46185, Page: 1862 7815 NW 148 STREET MIAMI LAKES, FL 33016 (Per Final Judgment of Foreclosure) (This image is not include in this update due to it was included in the prior search, however, this notification is being included again on this update report to correct the book and page numbers for this Final Judgment of Foreclosure.)

UPDATE REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5140 34 AA 0490

CURRENT ASSESSED VALUE: \$171,750 **HOMESTEAD EXEMPTION:** Yes **MOBILE HOME ON PROPERTY:** No **OUTSTANDING CERTIFICATES:** N/A

OPEN BANKRUPTCY FILINGS FOUND? Yes

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

**Update search found no new recorded documents. Attached updated Bankruptcy Docket and corrected book and page numbers for the Final Judgment of Foreclosure that were incorrect on the previous report.

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.

<u>Wendy Carter</u>

Title Examiner

CONVERTED

Assigned to: Ray Chapter 7 Previous chapter Original chapter Voluntary

Debtor

Asset

Betty Vega 18246 Mediterran Hialeah, FL 3301 **BROWARD-FL** SSN / ITIN: xxx-

Trustee **Robin R Weiner**

www.ch13weiner.c POB 559007 Fort Lauderdale, FL 33355 954-382-2001 TERMINATED: 05/15/2018

Trustee

Scott N Brown 1 SE 3 Ave #1400 Miami, FL 33131 305-379-7904

U.S. Trustee

Office of the US Trustee 51 S.W. 1st Ave. Suite 1204 Miami, FL 33130 (305) 536-7285

U.S. Bankruptcy Court Southern District of Florida (Fort Lauderdale) Bankruptcy Petition #: 18-13792-RBR

Ray

#1004

Date filed: 03/30/2018 Date converted: 05/15/2018 341 meeting: 07/17/2018 Deadline for filing claims: 10/19/2018 Deadline for objecting to discharge: 08/13/2018

represented by Leisy Jimenez

8492 SW 8 St Miami, FL 33144 305-261-7000 Email: civil@gallardolawfirm.com

John P Sherman 8492 SW 8th Street Miami, FL 33144 850-264-5997 Email: civil@gallardolawyers.com

represented by Robert A Angueira

16 SW 1st Avenue Miami, FL 33130 (305) 263-3328 Email: rangueir@bellsouth.net

Filing Date	#	Docket Text
03/30/2018	• <u>1</u> (8 pgs)	Chapter 13 Voluntary Petition . [Fee Amount \$310] (Sherman, John) (Entered: 03/30/2018)

https://ecf.flsb.uscourts.gov/cgi-bin/DktRpt.pl?560091148595511-L 1 0-1

0/2018		CM/ECF LIVE - U.S. Bankruptcy Court:flsb					
03/30/2018	○ 2	Statement of Debtor(s) Social Security Number(s) [Document Image Available ONLY to Court Users] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)					
03/30/2018	• <u>3</u> (1 pg)						
03/30/2018	٢	Receipt of Voluntary Petition (Chapter 13)(18-13792) [misc,volp13a] (310.00) Filing Fee. Receipt number 31780967. Fee amount 310.00. (U.S. Treasury) (Entered: 03/30/2018)					
03/30/2018	• <u>4</u> (1 pg)	Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)					
04/02/2018	• <u>5</u> (2 pgs)	Notice of Incomplete Filings Due. Chapter 13 Plan due by 4/13/2018. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/13/2018. Schedules A-J due 4/13/2018. Statement of Financial Affairs Due 4/13/2018. Declaration Concerning Debtors Schedules Due: 4/13/2018. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 4/13/2018. Payment Advices due for Debtor 4/13/2018. [Incomplete Filings due by 4/13/2018]. (Banoovong, Bea) (Entered: 04/02/2018)					
04/02/2018	∞ 6	Notice to Filer of Apparent Filing Deficiency: Document Filed in the Incorrect Case. THE FILER IS DIRECTED TO WITHDRAW THE MISDOCKETED PLEADING AND FILE THE PLEADING IN THE CORRECT CASE WITHIN TWO BUSINESS DAYS. (Re: <u>4</u> Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega.) (Banoovong, Bea) (Entered: 04/02/2018)					
04/03/2018	• <u>7</u> (1 pg)	Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 04/03/2018)					
04/03/2018		Notice to Withdraw Document Filed by Debtor Betty Vega (Re: <u>4</u> Certification of Budget and Credit Counseling Course). (Sherman, John) (Entered: 04/03/2018)					
04/04/2018	• <u>9</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>5</u> Notice of Incomplete Filings Due. Chapter 13 Plan due by 4/13/2018. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/13/2018. Schedules A-J due 4/13/2018.Statement of Financial Affairs Due 4/13/2018.Declaration Concerning Debtors Schedules Due: 4/13/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitmen					

10/2018		CM/ECF LIVE - U.S. Bankruptcy Court:flsb
		Period Form 122C-1 Due 4/13/2018. Payment Advices due for Debtor 4/13/2018. [Incomplete Filings due by 4/13/2018].) Notice Date 04/04/2018. (Admin.) (Entered: 04/05/2018)
04/13/2018	• <u>10</u> (2 pgs)	<i>Ex Parte</i> Motion to Extend Time to File Schedules and Plan, Filed by Debtor Betty Vega. (Sherman, John) (Entered: 04/13/2018)
04/17/2018	● <u>11</u> (1 pg)	Order Granting Motion to Extend Time to File Schedules/Plan/Required Information. Deadline Extended through 4/30/2018. (Re: # <u>10</u>) [Incomplete Filings due by 4/30/2018]. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/30/2018. Schedules A-J due 4/30/2018.Statement of Financial Affairs Due 4/30/2018.Declaration Concerning Debtors Schedules Due: 4/30/2018. Chapter 13 Plan due by 4/30/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 4/30/2018. Payment Advices due for Debtor 4/30/2018. (Graster-Thomas, Tanesha) (Entered: 04/17/2018)
04/30/2018	• <u>12</u> (2 pgs)	Second <i>Ex Parte</i> Motion to Extend Time to File Schedules and Plan, Filed by Debtor Betty Vega. (Sherman, John) (Entered: 04/30/2018)
05/02/2018	● <u>13</u> (1 pg)	Order Granting Motion to Extend Time to File Schedules/Plan/Required Information. Deadline Extended through 5/14/2018. (Re: # 12) [Incomplete Filings due by 5/14/2018]. Summary of Your Assets and Liabilities and Certain Statistical Information due 5/14/2018. Schedules A-J due 5/14/2018.Statement of Financial Affairs Due 5/14/2018.Declaration Concerning Debtors Schedules Due: 5/14/2018. Chapter 13 Plan due by 5/14/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 5/14/2018. Payment Advices due for Debtor 5/14/2018. (Graster-Thomas, Tanesha) (Entered: 05/02/2018)
05/14/2018	• <u>14</u> (1 pg)	Notice of Appearance and Request for Service by Angela J Wallace Filed by Creditor Broward County. (Wallace, Angela) (Entered: 05/14/2018)
05/14/2018	• <u>15</u> (2 pgs)	Notice to Debtor of Additional Creditors <i>Real Estate Tax Deed Applicant</i> Filed by Creditor Broward County. (Wallace, Angela) (Entered: 05/14/2018)
05/14/2018	●<u>16</u>(1 pg)	Notice of Change of Address <i>address was put in incorrectly</i> Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	 ●<u>17</u> (1 pg) 	Notice of Voluntary Conversion to Chapter 7 [Fee Amount \$25] Filed by Debtor Betty Vega. (Sherman, John) (Entered:

CM/ECF LIVE - U.S. Bankruptcy Court:flsb

10/2018	C	M/ECF LIVE - U.S. Bankruptcy Court:flsb $05/14/2018$)
05/14/2018	٢	Receipt of Notice of Voluntary Conversion to Chapter 7(18- 13792-RBR) [notice,ntccnv] (25.00) Filing Fee. Receipt number 32056377. Fee amount 25.00. (U.S. Treasury) (Entered: 05/14/2018)
05/14/2018	• <u>18</u> (39 pgs)	Initial Schedules Filed: [Summary of Your Assets/Liabilities,Schedules A-J,Statement of Financial Affairs,Declaration re Schedules,] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018		Disclosure of Compensation by Attorney John P Sherman. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	• <u>20</u> (2 pgs)	Chapter 7 Statement of Current Monthly Income Form 122A-1 Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	• <u>21</u> (2 pgs)	Payment Advices by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/15/2018	• <u>22</u> (4 pgs; 2 docs)	Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018. (Graster-Thomas, Tanesha) (Entered: 05/15/2018)
05/17/2018	• <u>23</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>22</u> Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018.) Notice Date 05/17/2018. (Admin.) (Entered: 05/18/2018)
05/17/2018	• <u>24</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>22</u> Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018.) Notice Date 05/17/2018. (Admin.) (Entered: 05/18/2018)
05/18/2018	• <u>25</u> (3 pgs)	Chapter 13 Trustee's Final Report and Account (Converted) Filed by Trustee Robin R Weiner. (Weiner, Robin) (Entered: 05/18/2018)
05/21/2018	<u>26</u>(1 pg)	Order Discharging Trustee . (Graster-Thomas, Tanesha) (Entered: 05/21/2018)

10/2018		CM/ECF LIVE - U.S. Bankruptcy Court:flsb					
05/30/2018	• <u>27</u> (1 pg)	Notice of Requirement to File Financial Management Course Certificate (admin) (Entered: 05/30/2018)					
05/30/2018	• <u>28</u> (10 pgs)	Amended Schedules Filed: [] <i>Amended Voluntary Petition to</i> <i>correct Debtors error is social security number and amended</i> <i>statement of social security and LF 4</i> Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/30/2018)					
06/01/2018	O18O 29 (2 pgs)BNC Certificate of Mailing (Re: 27 Notice of Requ File Financial Management Course Certificate (adm Date 06/01/2018. (Admin.) (Entered: 06/02/2018)						
06/04/2018	Notice of Appearance and Request for Service by Gregory R Bel Filed by Creditor Mikon Financial Services, Inc (Bel, Gregory) (Entered: 06/04/2018)						
06/11/2018	 <u>31</u> (16 pgs) 	Amended Schedules Filed: [Summary of Your Assets/Liabilities,Schedule G,Schedule J,] <i>dec re schedules,</i> <i>statement of intentions</i> [Fee Amount \$31] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 06/11/2018)					
06/11/2018	٢	Receipt of Schedules and Statements Filed(18-13792-RBR) [misc,schsia] (31.00) Filing Fee. Receipt number 32217507. Fee amount 31.00. (U.S. Treasury) (Entered: 06/11/2018)					
06/12/2018	• <u>32</u> (15 pgs)	Amended Schedules Filed: [Summary of Your Assets/Liabilities,Schedule E/F,Declaration re Schedules,] <i>and</i> <i>LF 4</i> [Fee Amount \$31] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 06/12/2018)					
06/12/2018	٢	Receipt of Schedules and Statements Filed(18-13792-RBR) [misc,schsia] (31.00) Filing Fee. Receipt number 32227353. Fee amount 31.00. (U.S. Treasury) (Entered: 06/12/2018)					
06/14/2018	• <u>33</u> (1 pg)	Certification of Completion of Instructional Course Concerning Personal Financial Management for Debtor Betty Vega Provided by Second Bankruptcy Course, LLC, 800-214- 7030. (Entered: 06/14/2018)					
06/18/2018	 <u>34</u> (18 pgs) 	Amended Schedules Filed: [Summary of Your Assets/Liabilities,Schedule A/B,Schedule G,Schedule I,Schedule J,Declaration re Schedules,] <i>CMI (as to marital</i> <i>status and LF 4</i> Filed by Debtor Betty Vega. (Jimenez, Leisy) (Entered: 06/18/2018)					
06/18/2018	€35	Statement Adjourning Meeting of Creditors. Section 341(a) Meeting Continued on 7/17/2018 at 04:30 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. (Brown, Scott) (Entered: 06/18/2018)					
06/20/2018	• <u>36</u> (4 pgs)	Notice of Appearance and Request for Service by Edward M Shahady Filed by Creditor Seascape Group, LLC. (Shahady,					

https://ecf.flsb.uscourts.gov/cgi-bin/DktRpt.pl?560091148595511-L_1_0-1

8/10/2018

CM/ECF LIVE - U.S. Bankruptcy Court:flsb

0/2018		Edward) (Entered: 06/20/2018)
06/20/2018	• <u>37</u> (8 pgs)	Motion for Clarification of the Automatic Stay Filed by Creditor Seascape Group, LLC. (Shahady, Edward) (Entered: 06/20/2018)
06/20/2018	• <u>38</u> (1 pg)	Notice of Hearing (Re: <u>37</u> Motion for Clarification of the Automatic Stay Filed by Creditor Seascape Group, LLC.) Hearing scheduled for 07/11/2018 at 10:00 AM at U.S. Courthouse, 299 E Broward Blvd Room 308 (RBR), Fort Lauderdale, FL. (Gomez, Edy) (Entered: 06/20/2018)
06/20/2018	• <u>39</u> (4 pgs)	Certificate of Service by Attorney Edward M Shahady (Re: <u>36</u> Notice of Appearance filed by Creditor Seascape Group, LLC, <u>37</u> Motion for Clarification of the Automatic Stay filed by Creditor Seascape Group, LLC, <u>38</u> Notice of Hearing). (Shahady, Edward) (Entered: 06/20/2018)
06/25/2018	• <u>40</u> (5 pgs)	<i>Ex Parte</i> Application to Employ Robert A. Angueira as Trustee's Counsel <i>Nunc Pro Tunc to June 22, 2018</i> [Affidavit Attached] Filed by Trustee Scott N Brown. (Angueira, Robert) (Entered: 06/25/2018)
06/26/2018	• <u>41</u> (2 pgs)	Order Granting Application to Employ Robert A. Angueira as Trustee's Counsel Nunc Pro Tunc to June 22, 2018 (Re: # <u>40</u>) (Rodriguez, Lorenzo) (Entered: 06/26/2018)
06/28/2018	• <u>42</u> (1 pg)	Certificate of Service Filed by Trustee Scott N Brown (Re: <u>41</u> Order on Application to Employ). (Angueira, Robert) (Entered 06/28/2018)
07/18/2018	4 3	Notice is given that the Trustee in this case anticipates that funds will become available shortly to produce a distribution to creditors. In order to expedite the administration of this case and make a prompt distribution to creditors, Trustee requests that a claims bar date be set and noticed. Future reports will be made to the Office of the United States Trustee and summarized on the Interim Report which will be made available upon request Filed by Trustee Scott N Brown. (Brown, Scott) (Entered: 07/18/2018)
07/18/2018	• 44	Meeting of Creditors Held and Concluded (Brown, Scott) (Entered: 07/18/2018)
07/18/2018	● 45	The information required by 11 U.S.C. Sec. 521(a)(1) as provided by the debtor(s) in this case is complete to the satisfaction of the trustee. No creditor or other party in interest has filed a request for an order of dismissal pursuant to 11 U.S.C. Sec. 521(i)(2) and the trustee does not believe that this case is subject to automatic dismissal pursuant to 11 U.S.C. Sec. 521(i). (Brown, Scott) (Entered: 07/18/2018)

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CM/ECF LIVE - U.S. Bankruptcy Court:flsb

10/2018	CN	M/ECF LIVE - U.S. Bankruptcy Court:flsb						
07/19/2018	• <u>46</u> (2 pgs)	Order Determining Debtor's Compliance with Filing Requirements of Section 521(a)(1). Deadline for any creditor or other party in interest to contest the court's finding shall file an objection not later 21 days from the date of entry of this order (admin) (Entered: 07/19/2018)						
07/19/2018	• <u>47</u> (1 pg)	Notice of Deadline to File Claims. Proofs of Claim due by 10/19/2018 (admin) (Entered: 07/19/2018)						
07/19/2018	• <u>48</u> (3 pgs)	Agreed <i>Ex Parte</i> Motion to Extend Time to Objections to Claimed Exemptions, in addition to Agreed <i>Ex Parte</i> Motion to Extend Time to File Section 727 Complaint Objecting to Discharge of Debtor(s) Filed by Trustee Scott N Brown. (Angueira, Robert) (Entered: 07/19/2018)						
07/19/2018	• <u>49</u> (2 pgs)	Order Granting Motion for Clarification of the Automatic Stay Re: # <u>37</u> (Graster-Thomas, Tanesha) (Entered: 07/19/2018)						
07/19/2018	 <u>50</u> (2 pgs) 	Order Granting Motion to Extend Time (Re: # <u>48</u>), Granting Motion to Extend Time to File Section 727 Complaint Objecting to Discharge of Debtor(s) (Re: # <u>48</u>) Deadline Extended to 9/13/2018 (Graster-Thomas, Tanesha) (Entered: 07/19/2018)						
07/20/2018	• <u>51</u> (4 pgs)	Certificate of Service by Attorney Edward M Shahady (Re: <u>49</u> Order on Motion For Clarification of the Automatic Stay). (Shahady, Edward) (Entered: 07/20/2018)						
07/20/2018	• <u>52</u> (3 pgs)	Trustee's Notice of Intent to Abandon 4905 SW 140 Terrace #3 Hollywood, FL 33027 [Negative Notice] Filed by Trustee Scott N Brown. (Brown, Scott) (Entered: 07/20/2018)						
07/21/2018	• <u>53</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>47</u> Notice of Deadline to File Claims. Proofs of Claim due by 10/19/2018 (admin)) Notice Date 07/21/2018. (Admin.) (Entered: 07/22/2018)						
07/21/2018	• <u>54</u> (4 pgs)	BNC Certificate of Mailing (Re: <u>46</u> Order Determining Debtor's Compliance with Filing Requirements of Section 521(a)(1). Deadline for any creditor or other party in interest to contest the court's finding shall file an objection not later 21 days from the date of entry of this order (admin)) Notice Date 07/21/2018. (Admin.) (Entered: 07/22/2018)						
07/25/2018	• <u>55</u> (1 pg)	Certificate of Service Filed by Trustee Scott N Brown (Re: <u>50</u> Order on Motion to Extend Time, Order on Motion to Extend Time to File Section 727 Complaint). (Angueira, Robert) (Entered: 07/25/2018)						
08/09/2018	• <u>56</u> (11 pgs; 2 docs)	Notice of Taking Rule 2004 Examination Duces Tecum of Betty Vega on September 14, 2018 at 10:00 AM Filed by Trustee Scott N Brown. (Attachments: # <u>1</u> Subpoena) (Angueira, Robert) (Entered: 08/09/2018)						

https://ecf.flsb.uscourts.gov/cgi-bin/DktRpt.pl?560091148595511-L_1_0-1

	PACER Service Center							
	Transaction Rece	eipt						
	08/10/2018 15:06:4	7						
PACER Login:	GSGTitleExaminers:5116121:0	Client Code:						
Description:	Docket Report	Search Criteria:	18-13792-RBR Fil or Ent: filed Doc From: 0 Doc To: 999999999 Term: included Format: html Page counts for documents: included					
Billable Pages:	5	Cost:	0.50					



Site Address	4905 SW 140 TERRACE #3, MIRAMAR FL 33027		ID #	5140 34 AA 0490
Property Owner	GARCIA,HOMERO LUIS H/E		Millage	2713
	VEGA,BETTY		Use	04
Mailing Address	4905 SW 140 TER MIRAMAR FL 33027	□└		
Abbr Legal Description	LAS TERRAZAS AT VIZCAYA CONDO UNIT 3 BLDG 5			

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

				Proper	ty Assessm	ent \	/alues				
Year	Land	Building / Improvement			Just / Market Value		Assessed / SOH Value			Тах	
2018	\$23,410		\$210,	670	\$234	4,080)	\$167,10	C		
2017	\$21,790		\$196,	110	\$21	7,900)	\$156,42	C	\$3,	032.00
2016	\$20,020		\$180,	180	\$20	0,200)	\$146,62	C	\$2,	902.50
		2018	Exemp	otions and	Taxable Va	lues	by Ta	xing Authority			
				County	Sch	lool l	Board	Munici	bal	In	dependent
Just Value)		9	\$234,080		\$23	4,080	\$234,0	80		\$234,080
Portability				0			0		0		0
Assessed/	SOH 07		5	\$167,100		\$18	1,150	\$167,1	00		\$167,100
Homestea	<mark>d</mark> 50%			\$25,000		\$2	5,000	\$25,0	00		\$25,000
Add. Hom	estead			\$14,110			0	\$14,1	10		\$14,110
Wid/Vet/Di	is			0			0		0		0
Senior				0			0	ļ	0		0
Exempt Ty	/pe			0		0		ļ	0		0
Taxable			9	\$127,990	\$156,150		\$127,9	90		\$127,990	
		Sales	Histor	у				Land C	Calcula	tions	
Date	Туре	P	rice	Book	/Page or Cll	N	Ρ	rice F	actor		Туре
9/28/2006	6 SWD	\$323	3,200	42	913 / 1233						
	-i										
							Adj. Bldg. S.F.			1505	
								Units/Beds/B			1/3/2.5
								Eff./Act. Yea	r Built	: 2006/2	2005
				Spe	cial Assess	men	ts				
Fire	Garb	Ligh	t	Drain	Impr	S	afe	Storm	CI	ean	Misc

	Special Assessments									
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc		
27			HC			MM				
R			HC							
1			.06			1				



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

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 05/24/2018

REPORT EFFECTIVE DATE: 20 YEARS UP TO 05/23/2018 **CERTIFICATE #** 2012-19100 **ACCOUNT #** 514034AA0490 **ALTERNATE KEY #** 679449 **TAX DEED APPLICATION #** 41120

COUNTY, STATE: BROWARD, FL

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

LEGAL DESCRIPTION:

Condominium Unit No. 3, Building 5, LAS TERRAZAS AT VIZCAYA, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 39771, Page 1908, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 4905 SW 140 TERRACE #3, MIRAMAR FL 33027

OWNER OF RECORD ON CURRENT TAX ROLL:

HOMERO LUIS GARCIA H/E & BETTY VEGA 4905 SW 140 TER MIRAMAR, FL 33027 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

BETTY VEGA AND HOMERO LUIS GARCIA OR: 42913, Page: 1233 4905 SW 140TH TERRACE, UNIT 3 MIRAMAR, FL 33027 (Per Deed out of the Developer.)

BETTY VEGA 18246 MEDITERRANEAN BLVD #1004 MIAMI, FL 33015 (Per Mortgage in 42913-1235.)

MORTGAGE HOLDER OF RECORD:

OR: 47194, Page: 1458

SEASCAPE GROUP, L.L.C. OR 500 EAST BROWARD BLVD, SUITE 1620 FORT LAUDERDALE, FL 33394 (Per Assignment of Mortgage)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

MIKON FINANCIAL SERVICES, INC AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126 (Tax Deed Applicant) BANKUNITED, FSB OR: 45811, Page: 1924 MONAL K. OZA CAMNER, LIPSITZ AND POLLER, P.A. 550 BILTMORE WAY, #700 CORAL GABLES, FL 33134 (Per Lis Pendens)

BANKUNITED, FSB OR: 46087, Page: 113 7815 NW 148 STREET MIAMI LAKES, FL 33016 (Per Final Judgment of Foreclosure)

OR: 41043, Page: 1278

BROWARD COUNTY O DEVELOPMENT MANAGEMENT DIVISION 115 S. ANDREWS AVENUE, A240 FORT LAUDERDALE, FL 33301 (Per Impact Fee Agreement)

BROWARD COUNTY GOVERNMENTAL CENTER, SUITE 423 115 S. ANDREWS AVENUE FORT LAUDERDALE, FL 33301 (Per Impact Fee Agreement)

LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC. MICHAEL E. CHAPNICK 1655 PALM BEACH LAKES BLVD, SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz. Declaration record in 39771-1908.)

MICHAEL E. CHAPNICK, ESQ., REGISTERED AGENT MICHAEL E CHAPNICK O/B/O LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC. 1655 PALM BEACH LAKES BLVD, SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz)

VIZCAYA COMMUNITY ASSOCIATION, INC. 4998 S.W. 140TH TERRACE MIRAMAR, FL 33027 (Per Sunbiz. Declaration record in 39771-1908.)

PESTCOE & IGLESIAS, REGISTERED AGENT O/B/O VIZCAYA COMMUNITY ASSOCIATION, INC. 2500 WESTON ROAD, SUITE 209 WESTON, FL 33331 (Per Sunbiz)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5140 34 AA 0490

CURRENT ASSESSED VALUE: \$171,750 **HOMESTEAD EXEMPTION:** Yes **MOBILE HOME ON PROPERTY:** No **OUTSTANDING CERTIFICATES:** N/A

OPEN BANKRUPTCY FILINGS FOUND? Yes

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED: Mortgage OR: 42913, Page: 1235

Assignment of Mortgage

OR: 46759, Page: 84

Notice

OR: 46087, Page: 113

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.

<u>Wendy Carter</u>

Title Examiner



Site Address	4905 SW 140 TERRACE #3, MIRAMAR FL 33027	ID #	5140 34 AA 0490
Property Owner	GARCIA,HOMERO LUIS H/E	Millage	2713
	VEGA,BETTY	Use	04
Mailing Address	4905 SW 140 TER MIRAMAR FL 33027		
Abbr Legal Description	LAS TERRAZAS AT VIZCAYA CONDO UNIT 3 BLDG 5		

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

				Proper	ty Assessment '	Values			
Year	Land		Buildi Improve		Just / Mar Value	Just / Market Value		essed / - Value	Тах
2018	\$23,410		\$210,6	670	\$234,080	\$234,080		57,100	
2017	\$21,790		\$196, ⁻	10	\$217,900)	\$156,420		\$3,032.00
2016	\$20,020		\$180, ⁻	80	\$200,200)	\$146,620		\$2,902.50
		2018	Exemp	tions and	Taxable Values	by Tax	ing Auth	nority	
				County	School	School Board		unicipal	Independent
Just Valu	e		\$	234,080	\$23	34,080	\$2	234,080	\$234,080
Portability	/			0		0	0		0
Assessed	/SOH 07		\$	167,100	\$18	31,150	\$167,100		\$167,100
Homestead 50%			\$25,000 \$2		25,000	\$25,000		\$25,000	
Add. Hom	estead		\$14,110		0		\$14,110		\$14,110
Wid/Vet/D	is		0		0		0		0
Senior			0		0		0		0
Exempt Type			0		0			0	0
Taxable			\$127,990		\$15	\$156,150		127,990	\$127,990
		Sales	History	/			La	and Calcula	ations
Date	Туре	Р	rice	Book	/Page or CIN	Pr	ice	Factor	Туре
9/28/200	6 SWD	\$323	3,200	00 42913 / 1233					
							Adj. Bl	dg. S.F.	1505
						Units/Be	ds/Baths	1/3/2.5	
							Eff./Act	. Year Built	t: 2006/2005
				Sne	cial Assessmen	ts			

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
27			HC			MM		
R			HC					
1			.06			1		

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #41120

STATE OF FLORIDA COUNTY OF BROWARD

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

SEASCAPE GROUP, L.L.C. BANKUNITED, FSB BANKUNITED, FSB CITY OF MIRAMAR 500 EAST BROWARD BLVD, SUITE 7815 NW 148 STREET MONAL K. OZA CAMNER, LIPSITZ AND DOUGLAS R GONZALES 1620 MIAMI LAKES, FL 33016 POLLER, P.A. 200 E BROWARD BLVD #1900 550 BILTMORE WAY, #700 FORT LAUDERDALE, FL 33394 FT LAUDERDALE, FL 33301 CORAL GABLES, FL 33134 **ROBIN R WEINER, TRUSTEE** SCOTT N BROWN, TRUSTEE **CITY OF MIRAMAR ROBERT A ANGUEIRA** UTILITY BILLING SECTION 16 SW 1ST AVENUE POB 559007 1 SE 3RD AVE, #1400 2300 CIVIC CENTER PLACE MIAMI, FL 33130 FORT LAUDERDALE, FL 33355 MIAMI, FL 33131 MIRAMAR, FL 33025 U.S. TRUSTEE BROWARD COUNTY DEVELOPMENT BROWARD COUNTY GOVERNMENTAL LAS TERRAZAS AT VIZCAYA **CENTER, SUITE 423** OFFICE OF THE US TRUSTEE MANAGEMENT DIVISION CONDOMINIUM ASSOCIATION, INC. 51 SW 1ST AVE. c/o MICHAEL E. CHAPNICK 115 S. ANDREWS AVENUE, A240 115 S. ANDREWS AVENUE FORT LAUDERDALE, FL 33301 FORT LAUDERDALE, FL 33301 1655 PALM BEACH LAKES BLVD, SUITE **SUITE 1204** MIAMI, FL 33130 500 WEST PALM BEACH, FL 33401 MICHAEL E. CHAPNICK, ESQ., CAROL A. STRAUSS, ESQ. PESTCOE & IGLESIAS, REGISTERED VIZCAYA COMMUNITY ASSOCIATION, REGISTERED AGENT MICHAEL E BAKALAR & EICHNER. P.A. AGENT INC. ATTORNEYS FOR LAS TERRAZAS AT O/B/O VIZCAYA COMMUNITY CHAPNICK 4998 S.W. 140TH TERRACE O/B/O LAS TERRAZAS AT VIZCAYA VIZCAYA COA, INC. ASSOCIATION, INC. MIRAMAR, FL 33027 CONDOMINIUM ASSOCIATION, INC. 150 So. PINE ISLAND ROAD, SUITE 540 2500 WESTON ROAD, SUITE 209 1655 PALM BEACH LAKES BLVD, SUITE PLANTATION, FL 33027 WESTON, FL 33331 500 WEST PALM BEACH, FL 33401 SERENA KAY PASKEWICZ, ESQ. BETTY VEGA MICHELE R. CLANCY, ESQ. BETTY VEGA KATZMAN GARFINKEL CAMNER LIPSITZ, P.A. 18246 MEDITERRANEAN BLVD #1004 4905 SW 140TH TERRACE #3 ATTORNEYS FOR VIZCAYA ATTORNEYS FOR PLAINTIFF. MIAMI, FL 33015 MIRAMAR, FL 33027 COMMUNITY ASSOCIATION, INC. BANKUNITED, FSB 1501 N.W. 49TH STREET, SUITE 202 550 BILTMORE WAY, SUITE 700 FORT LAUDERDALE, FL 33309 CORAL GABLES, FL 33134 BETTY VEGA BETTY VEGA BETTY VEGA BETTY VEGA 4905 SW 140 TER 18246 MEDITERRANEAN BLVD #1004 C/O LEISY JIMENEZ C/O JOHN P SHERMAN MIRAMAR, FL 33027 HIALEAH, FL 33015 8492 SW 8 ST 8492 SW 8TH STREET MIAMI. FL 33144 MIAMI. FL 33144 HOMERO LUIS GARCIA HOMERO LUIS GARCIA 4905 SW 140TH TERRACE #3 4905 SW 140TH TER MIRAMAR, FL 33027 MIRAMAR, FL 33027 THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE BROWARD COUNTY CODE ENFORCEMENT. **BROWARD COUNTY CODE & ZONING BROWARD COUNTY HIGHWAY CONSTRUCTION &** PERMITTING LICENSING & PROTECTION **ENFORCEMENT SECTION PLANNING &** ENGINEERING DIVISION: DIVISION REDEVELOPEMENT DIV. ENVIRONMENTAL **RIGHT OF WAY SECTION** GCW-1 NORTH UNIVERSITY DR **PROTECTION & GROWTH MGMT DEPT** ONE N. UNIVERSITY DR., STE 300 B PLANTATION, FL 33324 PLANTATION, FL 33324

BROWARD COUNTY WATER & WASTEWATERPUBLIC WORKS DEPT REAL PROPERTYBROWARD COUNTY SHERIFF'S DEPT.2555 W. COPANS RDGOVERNMENTAL CENTER, RM 326,ATTN: CIVIL DIVISIONPOMPANO BEACH, FL 33069115 S. ANDREWS AVEFT. LAUDERDALE, FL 33301FT. LAUDERDALE, FL 33301FT. LAUDERDALE, FL 33301FT. LAUDERDALE, FL 33301

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

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

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

SEAL

Bertha Henry

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

By_____ Deputy **Juliette M. Aikman**

GCW – 1 NORTH UNIVERSITY DR MAILBOX 302 PLANTATION, FL 33324

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 41120

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:	514034-AA-0490
Certificate Number:	19100
Date of Issuance:	06/01/2013
Certificate Holder:	MIKON FINANCIAL SERVICES, INC AND OCEAN BANK
Description of Property:	LAS TERRAZAS AT VIZCAYA CONDO
	UNIT 3 BLDG 5

Condominium Unit No. 3, Building 5, LAS TERRAZAS AT VIZCAYA, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 39771, Page 1908, of the Public Records of Broward County, Florida.

Name in which assessed: Legal Titleholders:	GARCIA,HOMERO LUIS H/E & VEGA,BETTY GARCIA,HOMERO LUIS H/E & VEGA,BETTY
	4905 SW 140 TER
	MIRAMAR, FL 33027

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 16th day of January , 2019. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 13th day of December , 2018 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Dana F. Buker Deputy

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

 Publish:
 DAILY BUSINESS REVIEW

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

 Minimum Bid:
 97260.98

401-314

BROWARD DAILY BUSINESS REVIEW

Published Daily except Seturday, Sunday and Legal Holidays Ft. Lauderdala, Broward County, Fforida

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared BARBARA JEAN COOPER, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review (/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

41120

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 19100

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

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

Affiant further says that the said Broward Daily Business

Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and atfiant 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.

and subscribed before me this

a pay of JANUARY, A.D. 2019

(SEAL) BARBARA JEAN COOPER personally known to me

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

Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 41120 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: 514034-AA-0490 Certificate Number: 19100 Date of Issuance: 06/01/2013 Cerlificate Holder: MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK Description of Property: LAS TERRAZAS AT VIZCAYA CONDO UNIT 3 BLDG 5 Condominium Unit No. 3, Building 5, LAS TERRAZAS AT VIZCAYA, & Condominium, according to the Declaration of Condominium. thereof, as recorded in Official Records Book 39771, Page 1908, of the Public Records of Broward County, Florida. Name in which assessed: GARCIA, HOMERO LUIS H/E & VEGA, BETTY Legal Titleholders: GARCIA, HOMERO LUIS H/E & VEGA, BETTY 4905 SW 140 TER MIRAMAR, FL 33027 All of said property being in the County of Broward, State of Florida. Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 16th day of January, 2019; Prebidding 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 . 5 "Pre-registration is required to bid. Dated this 13th day of December 2018. Bertha Henry-**County Administrator** RECORDS, TAXES, AND

SEE ATTACHED

TREASURY DIVISION (Seal) By: Dana F. Buker Deputy This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes. Minimum Bid: 97260.98 401-314 12/13-20-27 1/3 18-16/0000360389B



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

Detail by Entity Name

Florida Not For Profit Corporation LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC.

Filing Information

<u>r ning mormaton</u>				
Document Number	N0500000642			
FEI/EIN Number	20-4614354			
Date Filed	01/20/2005			
State	FL			
Status	ACTIVE			
Last Event	AMENDMENT			
Event Date Filed	06/20/2006			
Event Effective Date	NONE			
Principal Address				
Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401				
Changed: 07/01/2016				
Mailing Address				
Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401				
Changed: 07/01/2016				
Registered Agent Name & Address				
Chapnick, Michael E, Esq. Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401				
Name Changed: 07/01/2016				
Address Changed: 07/01/2016				

Officer/Director Detail

Title President

TALBOT, Carlton, Esq. C/O Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401

Title VP

Toro, Olga Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401

Title Treasurer

Oscar, Munera Michael E. Chapnick 1655 Palm Beach Lakes Blvd. Suite 500 West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2017	04/05/2017
2017	10/06/2017
2018	03/27/2018

Document Images

<u>03/27/2018 ANNUAL REPORT</u>	View image in PDF format
10/06/2017 AMENDED ANNUAL REPORT	View image in PDF format
04/05/2017 ANNUAL REPORT	View image in PDF format
07/01/2016 AMENDED ANNUAL REPORT	View image in PDF format
05/23/2016 AMENDED ANNUAL REPORT	View image in PDF format
<u>04/30/2016 ANNUAL REPORT</u>	View image in PDF format
- 09/22/2015 ANNUAL REPORT	View image in PDF format
04/11/2014 ANNUAL REPORT	View image in PDF format
<u>04/22/2013 ANNUAL REPORT</u>	View image in PDF format
04/10/2012 ANNUAL REPORT	View image in PDF format
02/23/2011 ANNUAL REPORT	View image in PDF format
02/18/2010 ANNUAL REPORT	View image in PDF format
04/08/2009 ANNUAL REPORT	View image in PDF format
04/28/2008 ANNUAL REPORT	View image in PDF format
	View image in PDF format
 <u>06/20/2006 Amendment</u>	View image in PDF format
04/25/2006 ANNUAL REPORT	View image in PDF format
04/03/2006 ANNUAL REPORT	View image in PDF format

Detail by Entity Name

06/06/2005 Amendment	
04/28/2005 Amendment	

01/20/2005 -- Domestic Non-Profit

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Florida Department of State, Division of Corporations



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

Detail by Entity Name

Florida Not For Profit Corporation
VIZCAYA COMMUNITY ASSOCIATION, INC. *****

Filing Information	
Document Number N0200008468	
FEI/EIN Number 45-0510503	
Date Filed 11/01/2002	
State FL	
Status ACTIVE	
Last Event NAME CHANGE AMENDMEN	Т
Event Date Filed 01/29/2004	
Event Effective Date NONE	
Principal Address	
4998 S.W. 140TH TERRACE	
MIRAMAR, FL 33027	
Changed: 08/13/2010	

Mailing Address

4998 S.W. 140TH TERRACE MIRAMAR, FL 33027

Changed: 08/13/2010

Registered Agent Name & Address

Pestcoe & Iglesias 2500 Weston Road, Suite 209 Weston, FL 33331

Name Changed: 04/25/2017

Address Changed: 04/25/2017

Officer/Director Detail

Name & Address

Title President

Butler, Jack 4998 SW 140TH TERRACE MIRAMAR, FL 33027 Title VP

Lumpkin, Ardonnis 4998 SW 140TH TERRACE MIRAMAR, FL 33027

Title Director

Herran, Luis 4998 S.W. 140TH TERRACE MIRAMAR, FL 33027

Title Secretary

Diaz, Alexandra 4998 SW 140th Terrace Miramar, FL 33027

Title Treasurer

Almonte, Judith 4998 SW 140TH TERRACE Miramar, FL 33027

Title Director

Lynch, Robert 4998 SW 140th Court Miramar, FL 33027

Title Director

Largaespada, Felix 4998 S.W. 140TH TERRACE MIRAMAR, FL 33027

Annual Reports

Report Year	Filed Date
2016	02/16/2016
2017	04/25/2017
2018	04/27/2018

Document Images

04/27/2018 ANNUAL REPORT	View image in PDF format
04/25/2017 ANNUAL REPORT	View image in PDF format
08/22/2016 AMENDED ANNUAL REPORT	View image in PDF format
05/11/2016 AMENDED ANNUAL REPORT	View image in PDF format
02/16/2016 ANNUAL REPORT	View image in PDF format
12/08/2015 AMENDED ANNUAL REPORT	View image in PDF format
04/16/2015 ANNUAL REPORT	View image in PDF format

5/24/2018

Detail by Entity Name

	•
03/12/2014 ANNUAL REPORT	View image in PDF format
03/22/2013 ANNUAL REPORT	View image in PDF format
01/04/2012 ANNUAL REPORT	View image in PDF format
02/18/2011 ANNUAL REPORT	View image in PDF format
<u>10/08/2010 Reg. Agent Change</u>	View image in PDF format
<u>08/13/2010 ANNUAL REPORT</u>	View image in PDF format
<u> 08/09/2010 ANNUAL REPORT</u>	View image in PDF format
<u>04/10/2010 ANNUAL REPORT</u>	View image in PDF format
06/11/2009 ANNUAL REPORT	View image in PDF format
03/04/2009 ANNUAL REPORT	View image in PDF format
04/30/2008 ANNUAL REPORT	View image in PDF format
03/12/2007 ANNUAL REPORT	View image in PDF format
04/06/2006 ANNUAL REPORT	View image in PDF format
01/24/2005 ANNUAL REPORT	View image in PDF format
02/11/2004 ANNUAL REPORT	View image in PDF format
01/29/2004 Name Change	View image in PDF format
08/07/2003 ANNUAL REPORT	View image in PDF format
11/01/2002 Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

DebtEd, CONVERTED

U.S. Bankruptcy Court Southern District of Florida (Fort Lauderdale) **Bankruptcy Petition #: 18-13792-RBR** Date filed: 03/30/2018 Assigned to: Ray Ray Date converted: 05/15/2018 Chapter 7 341 meeting: 06/14/2018 Previous chapter Deadline for objecting to discharge: 08/13/2018 Original chapter Voluntary No asset **Debtor** represented by John P Sherman **Betty Vega** 8492 SW 8th Street 18246 Mediterra #1004 Miami, FL 33144 850-264-5997 Hialeah, FL 3301 Email: civil@gallardolawyers.com **BROWARD-FL** SSN / ITIN: xxx Trustee **Robin R Weiner** www.ch13weiner POB 559007 Fort Lauderdale, 954-382-2001 TERMINATED: 0 18 **Trustee Scott N Brown** 1 SE 3 Ave #1400 Miami, FL 33131 305-379-7904 U.S. Trustee **Office of the US Trustee** 51 S.W. 1st Ave. Suite 1204 Miami, FL 33130 (305) 536-7285

Filing Date	#	Docket Text
03/30/2018	• <u>1</u> (8 pgs)	Chapter 13 Voluntary Petition . [Fee Amount \$310] (Sherman, John) (Entered: 03/30/2018)
03/30/2018	© <u>2</u>	Statement of Debtor(s) Social Security Number(s) [<i>Document Image Available ONLY to Court Users</i>] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)

https://ecf.flsb.uscourts.gov/cgi-bin/DktRpt.pl?678072742145456-L_1_0-1

5/24/2018

CM/ECF LIVE - U.S. Bankruptcy Court:flsb

24/2018		CM/ECF LIVE - U.S. Bankruptcy Court:flsb
03/30/2018	• <u>3</u> (1 pg)	Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)
03/30/2018	٢	Receipt of Voluntary Petition (Chapter 13)(18-13792) [misc,volp13a] (310.00) Filing Fee. Receipt number 31780967. Fee amount 310.00. (U.S. Treasury) (Entered: 03/30/2018)
03/30/2018	• <u>4</u> (1 pg)	Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 03/30/2018)
04/02/2018	• <u>5</u> (2 pgs)	 Notice of Incomplete Filings Due. Chapter 13 Plan due by 4/13/2018. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/13/2018. Schedules A-J due 4/13/2018. Statement of Financial Affairs Due 4/13/2018. Declaration Concerning Debtors Schedules Due: 4/13/2018. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 4/13/2018. Payment Advices due for Debtor 4/13/2018. [Incomplete Filings due by 4/13/2018]. (Banoovong, Bea) (Entered: 04/02/2018)
04/02/2018	● 6	Notice to Filer of Apparent Filing Deficiency: Document Filed in the Incorrect Case. THE FILER IS DIRECTED TO WITHDRAW THE MISDOCKETED PLEADING AND FILE THE PLEADING IN THE CORRECT CASE WITHIN TWO BUSINESS DAYS. (Re: <u>4</u> Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega.) (Banoovong, Bea) (Entered: 04/02/2018)
04/03/2018	• <u>7</u> (1 pg)	Certification of Budget and Credit Counseling Course by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 04/03/2018)
04/03/2018		Notice to Withdraw Document Filed by Debtor Betty Vega (Re: <u>4</u> Certification of Budget and Credit Counseling Course). (Sherman, John) (Entered: 04/03/2018)
04/04/2018	© <u>9</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>5</u> Notice of Incomplete Filings Due. Chapter 13 Plan due by 4/13/2018. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/13/2018. Schedules A-J due 4/13/2018.Statement of Financial Affairs Due 4/13/2018.Declaration Concerning Debtors Schedules Due: 4/13/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 4/13/2018. Payment Advices due for Debtor 4/13/2018. [Incomplete Filings due by 4/13/2018].) Notice Date 04/04/2018. (Admin.) (Entered: 04/05/2018)
04/13/2018	• <u>10</u> (2 pgs)	<i>Ex Parte</i> Motion to Extend Time to File Schedules and Plan, Filed by Debtor Betty Vega. (Sherman, John) (Entered:

https://ecf.flsb.uscourts.gov/cgi-bin/DktRpt.pl?678072742145456-L_1_0-1

CM/ECF LIVE - U.S. Bankruptcy Court:flsb

/24/2018		CM/ECF LIVE - U.S. Bankruptcy Court:flsb 04/13/2018)
04/17/2018	• <u>11</u> (1 pg)	Order Granting Motion to Extend Time to File Schedules/Plan/Required Information. Deadline Extended through 4/30/2018. (Re: # 10) [Incomplete Filings due by 4/30/2018]. Summary of Your Assets and Liabilities and Certain Statistical Information due 4/30/2018. Schedules A-J due 4/30/2018.Statement of Financial Affairs Due 4/30/2018.Declaration Concerning Debtors Schedules Due: 4/30/2018. Chapter 13 Plan due by 4/30/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 4/30/2018. Payment Advices due for Debtor 4/30/2018. (Graster-Thomas, Tanesha) (Entered: 04/17/2018)
04/30/2018	• <u>12</u> (2 pgs)	Second <i>Ex Parte</i> Motion to Extend Time to File Schedules and Plan, Filed by Debtor Betty Vega. (Sherman, John) (Entered: 04/30/2018)
05/02/2018	• <u>13</u> (1 pg)	Order Granting Motion to Extend Time to File Schedules/Plan/Required Information. Deadline Extended through 5/14/2018. (Re: # 12) [Incomplete Filings due by 5/14/2018]. Summary of Your Assets and Liabilities and Certain Statistical Information due 5/14/2018. Schedules A-J due 5/14/2018.Statement of Financial Affairs Due 5/14/2018.Declaration Concerning Debtors Schedules Due: 5/14/2018. Chapter 13 Plan due by 5/14/2018.Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 5/14/2018. Payment Advices due for Debtor 5/14/2018. (Graster-Thomas, Tanesha) (Entered: 05/02/2018)
05/14/2018	• <u>14</u> (1 pg)	Notice of Appearance and Request for Service by Angela J Wallace Filed by Creditor Broward County. (Wallace, Angela) (Entered: 05/14/2018)
05/14/2018	• <u>15</u> (2 pgs)	Notice to Debtor of Additional Creditors <i>Real Estate Tax Deed</i> <i>Applicant</i> Filed by Creditor Broward County. (Wallace, Angela) (Entered: 05/14/2018)
05/14/2018	• <u>16</u> (1 pg)	Notice of Change of Address <i>address was put in incorrectly</i> Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	 <u>17</u> (1 pg) 	Notice of Voluntary Conversion to Chapter 7 [Fee Amount \$25] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	٢	Receipt of Notice of Voluntary Conversion to Chapter 7(18- 13792-RBR) [notice,ntccnv] (25.00) Filing Fee. Receipt number 32056377. Fee amount 25.00. (U.S. Treasury) (Entered: 05/14/2018)

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05/14/2018	● <u>18</u> (39 pgs)	Initial Schedules Filed: [Summary of Your Assets/Liabilities,Schedules A-J,Statement of Financial Affairs,Declaration re Schedules,] Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	• <u>19</u> (1 pg)	Disclosure of Compensation by Attorney John P Sherman. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	② <u>20</u> (2 pgs)	Chapter 7 Statement of Current Monthly Income Form 122A-1 Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/14/2018	© <u>21</u> (2 pgs)	Payment Advices by Debtor Filed by Debtor Betty Vega. (Sherman, John) (Entered: 05/14/2018)
05/15/2018	• <u>22</u> (4 pgs; 2 docs)	Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018. (Graster-Thomas, Tanesha) (Entered: 05/15/2018)
05/17/2018	• <u>23</u> (3 pgs)	BNC Certificate of Mailing (Re: 22 Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018.) Notice Date 05/17/2018. (Admin.) (Entered: 05/18/2018)
05/17/2018	• <u>24</u> (3 pgs)	BNC Certificate of Mailing (Re: <u>22</u> Order Upon Notice of Conversion to Chapter 7 by Debtor(s) Trustee Scott N Brown Appointed . Meeting of Creditors to be Held on 06/14/2018 at 03:00 PM at 299 E Broward Blvd Room 411, Fort Lauderdale. Last Day to Oppose Discharge or Dischargeability is 08/13/2018.) Notice Date 05/17/2018. (Admin.) (Entered: 05/18/2018)
05/18/2018	• <u>25</u> (3 pgs)	Chapter 13 Trustee's Final Report and Account (Converted) Filed by Trustee Robin R Weiner. (Weiner, Robin) (Entered: 05/18/2018)
05/21/2018		Order Discharging Trustee . (Graster-Thomas, Tanesha) (Entered: 05/21/2018)

PACER Service Center

CM/ECF LIVE - U.S. Bankruptcy Court:flsb

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Billable Pages:	3	Cost:	0.30

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

BANKUNITED, FSB,

VS.

GENERAL JURISDICTION DIVISION

Plaintiff,

CASE NO.: CACE08052521 (12)

HOMERO L. GARCIA A/K/A **HOMERO LUIS GARCIA and BETTY** VEGA, if living and if deceased, any unknown party who may claim as heir, devisee, grantee, assignee, lienor, creditor, trustee or other claimant, by, through under or against HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA or BETTY VEGA; LAS TERRAZAS AT VIZCAYA CONDOMINIUM **ASSOCIATION, INC., a Florida non-profit** corporation; VIZCAYA COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation; UNKNOWN SPOUSE OF HOMERO L. GARCIA A/K/A **HOMERO LUIS GARCIA; UNKNOWN** SPOUSE OF BETTY VEGA; JOHN DOE; MARY DOE AND/OR ALL OTHERS WHOM IT MAY CONCERN,

FILLD FUR HECORDS CLERK OF CIRCUIT COURT ROWARD COUNTY, FLORIDA	009 FEB 10	CIRCUIT
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Defendant(s).

NOTICE OF DROPPING PARTIES

PLEASE TAKE NOTICE that Plaintiff hereby voluntarily drops the following party(ies) from this action, without prejudice:

UNKNOWN SPOUSE OF HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA, UNKNOWN SPOUSE OF BETTY VEGA, JOHN DOE AND MARY DOE

I DO HEREBY CERTIFY that a true and correct copy of the foregoing document was sent U.S. Mail this 9 of February, 2009 to: See attached Certificate of Mailing.

CAMNER, LIPSITZ AND POLLER, P.A. Attorneys for BankUnited, FSB 550 Biltmore Way, Suite 700 Coral Gables, Florida 33134 Telephone: (305) 442-4994

By: Monal K. Oza

Florida Bar No.: 0037746

CERTIFICATE OF MAILING

Homero L. Garcia a/k/a Homero Luis Garcia 4905 SW 140 Terrace, Unit 3 Miramar, Florida 33027

Betty Vega 4905 SW 140 Terrace, Unit 3 Miramar, Florida 33027

.

Carol A. Strauss, Esq. Bakalar & Eichner, P.A. Attorneys for Las Terrazas at Vizcaya COA, Inc. 150 So. Pine Island Road, Suite 540 Plantation, Florida 33027

Michele R. Clancy, Esq. Katzman Garfinkel Attorneys for Vizcaya Community Association, Inc. 1501 N.W. 49th Street, Suite 202 Fort Lauderdale, Florida 33309 CFN # 108579350, OR BK 46185 Page 1862, Page 1 of 9, Recorded 04/30/2009 at 01:44 PM, Broward County Commission, Deputy Clerk 2090



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

BANKUNITED, FSB,

vs.

Plaintiff.

GENERAL JURISDICTION DIVISION

CASE NO.:CACE08-052521

HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA and BETTY VEGA, if living and if deceased, any unknown party who may claim as heir, devisee, grantee, assignee, lienor, creditor, trustee or other claimant, by, through under or against HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA or **BETTY VEGA; LAS TERRAZAS AT** VIZCAYA CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation; VIZCAYA **COMMUNITY ASSOCIATION, INC., a** Florida non-profit corporation; **UNKNOWN SPOUSE OF HOMERO L.** GARCIA A/K/A HOMERO LUIS GARCIA; UNKNOWN SPOUSE OF **BETTY VEGA; JOHN DOE; MARY** DOE AND/OR ALL OTHERS WHOM IT MAY CONCERN, Defendant(s).



- A

SUMMARY FINAL JUDGMENT OF FORECLOSURE

THIS ACTION came on before the Court on APRIL 6, 2009, upon Plaintiff's Motion

I present at barrig

CFN # 108579350, OR BK 46185 PG 1863, Page 2 of 9

BankUnited, FSB vs. Garcia, et al.,

Case no.:CACE08-052521

for Summary Judgment and Determination of Attorney's Fees, and the Court having reviewed the

Affidavits filed in support of Plaintiff's Motion and being otherwise fully advised in the

premises, it is, therefore,

CONSIDERED ORDERED AND ADJUDGED THAT:

1. A Summary Final Judgment of Foreclosure is hereby entered against all

Defendants.

2. Plaintiff is due the following amounts under the Note and Mortgage sued on in this

action which it does have and recover:

Principal Balance	\$310,530.74
Pre-accelerated Interest from February 1, 2008	
thru January 27, 2009	\$ 21,857.63
2008 Real Property Taxes:	\$ 4,299.96
Hazard and Flood Insurance Premiums:	\$ 1,715.12
Late Charges:	\$ 1,014.09
Property Inspection Fees:	\$ 121.00
Title Search Report:	\$ 375.00
Filing Fees:	\$ 388.50
Service of Process:	\$ 360.00
Copies, Postage & Federal Express (Courier) Fees:	\$75.00
SUBTOTAL:	\$340,737.04
PLUS: Pre-accelerated Interest from January 28, 2009 thru April 6, 2009 at the rate	
PLUS: Pre-accelerated Interest from	\$340,737.04 \$ 4,182.78
PLUS: Pre-accelerated Interest from January 28, 2009 thru April 6, 2009 at the rate	

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BankUnited, FSB vs. Garcia, et al.,

Case no.: CACE08-052521

3. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the plaintiff, that 12.5 hours expended by counsel for the Plaintiff in obtaining this Final Summary Judgment of Foreclosure is a reasonable number of hours, and that the range of hourly rates charged by the paralegal of \$125.00 and attorneys of \$200.00 working on this matter for the Plaintiff are reasonable and are the prevailing rates charged in this Judicial Circuit by lawyers of comparable skill, experience, and reputation for similar services. Accordingly, the Court finds that the amount awarded herein for attorney's fees as set forth above in Paragraph 2 is reasonable and shall bear interest from this date forward at the prevailing legal rate of interest as prescribed by law. Plaintiff's counsel represents that the attorney fee awarded does not exceed its contract fee with the Plaintiff. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

Plaintiff, whose address is 7815 NW 148 STREET, MIAMI LAKES, FL
33016, holds a lien to secure the payment of the Total Sum against the following property:

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BankUnited, FSB vs. Garcia, et al.,

Case no.:CACE08-052521

to foreclose a mortgage on the property described as follows:

UNIT NO. 3, BUILDING 5 OF LAS TERRAZAS AT VIZCAYA, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN O.R. BOOK 39771, PAGE 1908, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Property Folio #11034-AA-04900

which has the address of: **4905 SW 140 TERRACE, UNIT 3, MIRAMAR, FLORIDA 33027,** which lien is prior, paramount and superior to all rights, claims, liens, interests, encumbrances and equities of all Defendants, and all persons, firms and/or corporations claiming by, through, under or against the said Defendants or any of them, and the property will be sold free and clear of any claims of the said Defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116.

5. If the Total Sum with interest at the rate prescribed by law and all costs and expenses of this action accruing subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property at public sale on ______, 2009, to the highest bidder for cash, except as set forth hereinafter, AT ROOM 385, OF THE BROWARD COUNTY COURTHOUSE, 201 S.E. 6 STREET, FORT LAUDERDALE, FLORIDA AT 11:00 A.M., in accordance with Section 45.031, Florida Statutes, except the Clerk shall not

90day

CFN # 108579350, OR BK 46185 PG 1866, Page 5 of 9

BankUnited, FSB vs. Garcia, et al.,

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conduct the sale unless the Plaintiff or its representative is present to bid at the sale.

6. Plaintiff shall advance all subsequent costs and expenses deemed necessary to protect its interest and to proceed to sale, including but not limited to insurance and taxes, and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale. If Plaintiff is the purchaser, the Clerk shall credit to Plaintiff's bid: (1) the Total Sum, plus interest thereon; and (2) all costs and expenses accruing subsequent to this Judgment or such part of it as is necessary to pay the bid in full made payable to Plaintiff's counsel as outlined in Paragraph 8 below. The Clerk shall receive the service charge imposed in Section 45.031, Florida Statutes, for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. In the event that Plaintiff enters into an Assignment of Final Judgment and Foreclosure Sale Bid and Plaintiff's designated Assignee is the successful bidder at the foreclosure sale, the Clerk shall issue the Certificate of Sale and the Certificate of Title in the name of the Assignee, without further Order of this Court.

8. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient by payment to Plaintiff's counsel as follows: *Camner, Lipsitz* and Poller, P.A., Trust Account, and send said proceeds to the offices of Plaintiff's counsel at 550 Biltmore Way, Suite 700, Coral Gables, Florida 33134, first, all of Plaintiff's costs and

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expenses; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fee; fourth, the Total Sum due to Plaintiff, less the items paid, plus interest at the rate prescribed by law from this date to the date of the sale; During the sixty (60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. On filing the Certificate of Sale, the said Defendants and all persons, firms and/or corporations claiming by, through, under or against them since the filing of the Notice of Lis Pendens are forever barred and foreclosed of any and all estate, equity, claim or right of redemption in and to the property, and the purchaser at the sale shall be let into possession of the property.

10. Jurisdiction of this action is retained to enter further Orders as are proper, including, without limitation, writs of possession and deficiency Judgments, if the Borrower(s) has not been discharged in Bankruptcy.

 The purchaser of the condominium unit at the judicial sale scheduled herein shall be responsible for assessments and other charges in accordance with §718.116 Florida Statutes (1994). CFN # 108579350, OR BK 46185 PG 1868, Page 7 of 9

BankUnited, FSB vs. Garcia, et al.,

Case no.:CACE08-052521

12. <u>NOTICE REGARDING SURPLUS</u>:

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

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

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, AT ROOM 385 OF THE BROWARD COUNTY COURTHOUSE, 201 S.E. 6 STREET, FT. LAUDERDALE, FLORIDA, Telephone Number (954) 831-5745, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL AID SERVICE OF BROWARD COUNTY, INC., 491 N. STATE ROAD, PLANTATION, FLORIDA 33317, TELEPHONE (954) 765-8950, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL CFN # 108579350, OR BK 46185 PG 1869, Page 8 of 9

BankUnited, FSB vs. Garcia, et al.,

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AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL AID SERVICE OF BROWARD COUNTY, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida,

this 6th day of April, 2009.

penstein

Peter M. Weinstein, Circuit Court Judge

Conformed copies to all parties of record PLAINTIFF - BANKUNITED, FSB, 7815 NW 148 STREET, MIAMI LAKES, FL 33016 CFN # 108579350, OR BK 46185 PG 1870, Page 9 of 9

BankUnited, FSB vs. Garcia, et al.,

Case no.:CACE08-052521

CERTIFICATE OF MAILING

Serena Kay Paskewicz, Esq. Camner Lipsitz, P.A. Attorney for Plainitff, BankUnited, FSB 550 Biltmore Way, Suite 700 Coral Gables, FL 33134

Homero L. Garcia a/k/a Homero Luis Garcia 4905 SW 140 Terrace, Unit 3 Miramar, Florida 33027

Betty Vega 4905 SW 140 Terrace, Unit 3 Miramar, Florida 33027

Carol A. Strauss, Esq. Bakalar & Eichner, P.A. Attorneys for Defendant Las Terrazas at Vizcaya COA, Inc. 150 So. Pinc Island Road, Suite 540 Plantation, Florida 33027

Michele R. Clancy, Esq. Katzman Garfinkel Attorneys for Defendant Vizcaya Community Association, Inc. 1501 N.W. 49th Street, Suite 202 Fort Lauderdale, Florida 33309 CFN # 105590552, OR BK 41043 Page 1278, Page 1 of 12, Recorded 12/07/2005 at 03:36 PM, Broward County Commission, Deputy Clerk 1032

Return recorded document to:

Development Management Division 115 S. Andrews Avenue, A240 Fort Lauderdale, FL 33301

Document prepared by:

Jane Storms Pulice Land Surveyors, Inc. 5381 Nob Hill Rd. Sunrise, FL 33351

PURCHASERS. GRANTEES. NOTICE: HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON <u>EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET</u> FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

REGIONAL PARK IMPACT FEE AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY."

AND OFBROWARDX Southern Hones LLC a Florida Limited Liability Company its SUCCESSORS and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the plats of residential land shall be designed to provide for the regional park needs of the future residents of the platted area; and

WHEREAS, the DEVELOPER seeks to satisfy such requirements with respect to the proposed development of the ____ Bluegrass Lakes West Plat, Plat No./Clerk's File No. , hereinafter referred to as "PLAT," which Plat or delegation request was 022-MP-96 the Board of County Commissioners of Broward County on approved by June 21 , 2005, by entering into this Recreational Regional Park Impact Fee Agreement for the payment of money to the COUNTY to be utilized to meet the regional park needs of future residents of the area covered by the PLAT; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof; and

CAF#354 01/01/04 Revised

1 Approved BCC Submitted By

RETURN TO DOCUMENT CONTROL

WHEREAS, the schedule and method of payment of such money and the provisions for its utilization prescribed herein are appropriate to the circumstances of the specific development proposed for the platted area; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and DEVELOPER agree as follows:

RECREATIONAL REGIONAL PARK IMPACT FEES.

1. RESIDENTIAL DWELLING UNITS:

The DEVELOPER agrees to pay to COUNTY the sum of \$ 48,190.00 for dwelling units as provided below and in accordance with the provisions of this Agreement. This sum is based upon approval of development within the plat for:

- (a) _____ single family unit(s) at \$_____ per unit; and/or
- (b) <u>122</u> townhouse, duplex, villa unit(s) at \$<u>395.00</u> per unit; and/or
- (c) _____ garden apartment unit(s) at \$_____ per unit; and/or
- (d) _____ mobile home unit(s) at \$_____ per unit; and/or
- (e) _____ high rise unit(s) at \$_____ per unit; and/or

Prior to the date of issuance of a building permit for the construction or erection of a residential building, DEVELOPER shall pay an amount equal to the number of units to be constructed, multiplied by the applicable unit fee and adjusted as set forth below.

- 2. The money paid by the DEVELOPER pursuant to this Agreement shall be used to provide regional recreational facilities to serve persons residing in new residential development in Broward County. The DEVELOPER recognizes and agrees that, even if such money is not directly utilized to meet the regional recreational needs of the future residents of the platted area, the use of such money as described in this paragraph will indirectly benefit such development by making other funds available to directly meet those needs.
- 3. The COUNTY agrees that this Agreement satisfies the requirement in Chapter 5, Article IX, Broward County Code of Ordinances, that plats of residential land shall be designed to provide for the regional recreational needs of the future residents of the platted area.

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- 4. The recitals and representations set forth within the Whereas clauses are true and correct and are incorporated herein.
- 5. ANNUAL ADJUSTMENTS.
 - (a) The DEVELOPER may have the obligations imposed hereby entirely discharged at any time by paying the total above amounts as adjusted annually. The outstanding balance and the applicable fees required by the above paragraphs have been computed as of the date of plat approval and shall be adjusted every October 1 by the amount of change reflected for the previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis.
 - (b) "Outstanding balance" shall mean the cumulative sum of the fees that DEVELOPER has agreed to pay under paragraph 1., adjusted as set forth above and reduced as payments are made by DEVELOPER.
- 6. FORM OF SECURITY.

PLEASE CHECK THE APPROPRIATE SECTION(S) BELOW.

- [**√**] (a) <u>Lien.</u>
 - (1) This Agreement shall be recorded in the Official Records of Broward County and a lien is hereby imposed by the COUNTY against all of the real property described in Exhibit "A" for the amount of money that the DEVELOPER has agreed to pay for Regional Park Impact Fees. Such lien shall continue from the date of this Agreement until fully paid, discharged, released or barred by law. The obligations created under this Agreement shall run with the land and shall bind DEVELOPER, its successors, grantees, heirs and assigns.
 - (2) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum shall, at the option of the COUNTY, become immediately due and payable, and may be recovered by the COUNTY against the DEVELOPER in a civil action, along with COUNTY'S costs incurred in bringing such action, or the lien created hereby plus such costs and interest may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

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. . .

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- (3) The lien of any mortgage on the real property described in Exhibit "A" shall be subordinate to the rights of the COUNTY with respect to the lien created by this Agreement. The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage as consent to such subordination.
- (4) When the lien created hereby has been fully paid or discharged, the COUNTY shall cause evidence of such satisfaction and discharge to be recorded in the Official Records of Broward County upon payment of the appropriate fee(s). At the request of the DEVELOPER and upon payment of the appropriate amounts, the COUNTY may grant the DEVELOPER a partial release of the lien.
- [] (b) Letter of Credit.

.

- (1) The DEVELOPER shall provide the COUNTY with an irrevocable letter of credit, which is acceptable to the COUNTY and which will guarantee the DEVELOPER'S payment in the amount of \$______ in a form acceptable to the COUNTY, which represents 125% of the amount of money for Regional Park Impact Fees set forth above. A copy of the form of security shall be attached hereto as Exhibit "B" and made a part hereof. In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum shall, at the option of the COUNTY, become immediately due and payable.
- (2) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed. However, the amount(s) set forth above which are secured by a letter of credit shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien for Impact Fees."
- (3) In the event DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount of the impact fees set forth above, plus costs

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and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien for Impact Fees" which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

- (4) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S impact fee obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (5) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Impact Fees" which shall constitute a lien on the property described in Exhibit "A" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien for Impact Fees, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (6) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.
- 7. In the event that the DEVELOPER pays all or a portion of the outstanding balance, or COUNTY obtains all or a portion of the outstanding balance by recourse against

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the required security as provided herein, and the PLAT's approval subsequently expires due to DEVELOPER's failure to record the PLAT or due to the expiration of findings or adequacy within the time periods set forth within the Broward County Land Development Code, COUNTY shall refund to DEVELOPER the total amount of fees paid and/or collected, less costs incurred under the provisions of this Agreement. In addition, COUNTY will record a notice in the public records that no building permits may be obtained until a new finding of adequacy has been made and approved by the Broward County Board of County Commissioners. If the parties hereto have entered into an agreement for building permits prior to plat recordation, no refund may be obtained under this paragraph until DEVELOPER has met all terms and conditions of said agreement, including, but not limited to, the requirement to remove structures.

- 8. DEVELOPER, its successors and assigns agree that no building permits or certificates of occupancy shall be obtained from any local government for development of land within the PLAT until impact fees are paid as required by the conditions of approval of the PLAT. Failure to pay the impact fees prior to obtaining a building permit shall constitute a default of this Agreement. Nothing herein shall waive or affect the right of COUNTY to otherwise require DEVELOPER to comply with the conditions of plat approval or this Agreement by any remedy provided by law or equity.
- 9. <u>OTHER INSTRUMENTS.</u> The DEVELOPER agrees to execute any and all other instruments or documents as may be required to effectuate the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, and this Agreement.
- 10. <u>NOTICE</u>. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County 115 South Andrews Avenue, Room A240 Fort Lauderdale, FL 33301

For the DEVELOPER: Southern Homes of Broward, Inc. 12900 SW 128th St., Suite 100 Miami, FL 33186

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- 11. <u>RELEASE</u>. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the PLAT, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the PLAT for which the impact obligation has been satisfied.
- 12. <u>VENUE: CHOICE OF LAW.</u> Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
- 13. <u>CHANGES TO FORM AGREEMENT.</u> DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
- 14. <u>CAPTIONS AND PARAGRAPH HEADINGS</u>. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
- 15. <u>NO WAIVER</u>. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 16. <u>EXHIBITS.</u> All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
- 17. <u>FURTHER ASSURANCES.</u> The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 18. <u>ASSIGNMENT AND ASSUMPTION.</u> DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any

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portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.

19. <u>AMENDMENTS.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 21 day of 3 me 2005, and DEVELOPER, signing by and through its 3 me 2005, and DEVELOPER, signing by and through its 3 me 2005, and DEVELOPER, signing by and through its 3 me 2005, and 2005, and

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS County Administrator and By േ Ex-Officio Clerk of the State Board of County Commissioners of Broward County Conditioners Mayor day of Becenter, 2005 COT ST 1915 Approved as to form by Office of County Attorney Broward County, Florida Governmental Center, Suite 423 ********** **115 South Andrews Avenue** Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-6968

Assistant County Attorney Bv

BROWARD COUNTY, through its

16 day of <u>november</u>, 2005

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DEVELOPER-CO	RPORATION/PARTNERS	HIP
	Southern Homes of BR	WARD X', LLC TY COMPANY
Witnesses (if partnership):	Br it Ug	its manager Southern Homes poration/partnership) of Browerd
Ulabran	By	the second
(Signature) Print name: Magal, Cabrer	(Signature)	or Garcia,
Send tom	Title: President	28th St., Suite 100
(Signature)	Miami, FL	33186
Print name: Ser los	22 day of Ques	<u>7</u> , 20 <u>0</u> 5
ATTEST (if corporation):		
(Secretary Signature)	(CORPORATE SEAL)	
Print Name of Secretary: <u>Secretary</u>	to agine	
ACKNOWLEDGMENT - CORPORAT	ION/PARTNERSHIP	
STATE OF FLORIDA)) SS.		
COUNTY OF Miami-Dade)		
The foregoing instrument was a, 20 <u>مح</u> , 20 <u>مح</u>	cknowledged before me th	is 22 day of
behalf of the corporation/ partnership.	He or she is:	ation partnership on
Apersonally known to me, or []produced identification. Type of identification.	entification produced	·
		2:
(Seal)	Wagne	- Rabrera
My commission expires:	Print name: *	
WAGNER CABRERA NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD351354 EXPIRES 8/31/2008 BONDED THRU 1-888-NOTARY1		
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MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement. Commerce Bank , N.A. A National Hanking Association Witnesses (if partnership): Name of Mortgagee (corporation/partnership) By (Signatur (Signature) Print nar Print name: Justo L. Fernandez Title: S nior Vice President 220 Alhambra Circle, 9th Floor Coral Gables, FL 33134 Address: 11M Signature) Print name: <u> અ</u>day of , 2005 ATTEST (if corporation): (CORPORATE SEAL) (Secretary Signature) Print Name of Secretary: ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP STATE OF FLORIDA) SS. COUNTY OF Miami-Dade) The foregoing instrument was acknowledged before me this <u>2</u>/ day of Lgust _____, 2005, by Justo <u>L. Feewander as Se Vice Pees</u> of COHNERGEBANK , a Maride corporation/partnership, on behalf of the corporation/ partnership. He or she is: Mpersonally known to me, or produced identification. Type of identification produced _ NOTARY PUBLIC:

(Seal)

My commission expires:

Print name: Bucce



Duice Socorro MY COMMISSION # D0050186 EXPIRES October 24, 2005 SONDED THRU TROY FAIN INSURANCE INC.

CAF#354 01/01/04 Revised

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EXHIBIT "A"

LEGAL DESCRIPTION

All of Parcel A, Park Parcel D, Lake Tract L-1, Lake Tract L-2, Buffer Tract B-2, Tract M and Tract R-1 of "BLUEGRASS LAKES WEST" Plat BOok 165 Page 3 of the public records of Broward County, FL

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CFN # 106498748, OR BK 42913 Page 1233, Page 1 of 2, Recorded 10/10/2006 at 10:21 AM, Broward County Commission, Doc. D \$2262.40 Deputy Clerk 3075

Prepared by and return to: Venkata S. Paturi, Esq. Attorney at Law Four Points Title Company 12900 SW 128th Street Suite 101 Miami, FL 33186 305-971-2600 File Number: 06-2255 Will Call No.:

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Special Warranty Deed

This Special Warranty Deed made this 27th day of September, 2006 between SOUTHERN HOMES OF BROWARD X, LLC, a Florida Limited Liability Company whose post office address is 12900 S.W. 128 Street, Suite 100, Miami, FL 33186, grantor, and BETTY VEGA, a single woman, and HOMERO LUIS GARCIA, a single man whose post office address is 4905 SW 140th Terrace, Unit 3, Miramar, FL 33027, grantee:

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

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

Condominium Unit No. 3, Building 5, LAS TERRAZAS AT VIZCAYA, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 39771, Page 1908, of the Public Records of Broward County, Florida.

Parcel Identification Number: 11034-AA-04900

Subject to taxes for 2006 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

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

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

DoubleTime



Signed, sealed and delivered in our presence:

SOUTHERN HOMES OF BROWARD X, LLC, a Florida Limited Liability Company

By: Southern Homes of Broward, Inc., a Florida corporation, its Managing Member

ingu Witness Name:

By: Hector Grief, Chief Executive Officer

(Corporate Seal)

State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of September, 2006 by Hector Garcia, Chief Executive Officer of Southern Homes of Broward, Inc., a Florida corporation, as Managing Member, on behalf of the corporation for SOUTHERN HOMES OF BROWARD X, LLC, a Florida Limited Liability Company. He [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

My Commission DD167492 Gine Expires November 24, 2006

Special Warranty Deed - Page 2

CFN # 106498749, OR BK 42913 Page 1235, Page 1 of 16, Recorded 10/10/2006 at 10:21 AM, Broward County Commission, Doc M: \$1074.50 Int. Tax \$614.00 Deputy Clerk 3075

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PREPARED BY:

Name: MARY PRIETO

Address: BANKUNITED, FSB 7815 NW 148 STREET, MIAMI LAKES, FL. 33016

Return to: BANKUNITED, FSB ATTN: POST CLOSING 7815 NW 148 STREET MIAMI LAKES, FL 33016

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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 28, 2006 , together with all Riders to this document.

(B) '	"Borrower" is	HOMERO LUIS	GARCIA, A	SINGLE MAN,	AND BETTY	VEGA, A SINGLE WOMAN
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Borrower is the mortgagor under this Security Instrument.				
(C) "Lender" is BankUnited, FSB				
Lender is a CORPORATION	organized and existing under			
the laws of UNITED STATES OF AMERICA	. Lender's address is			
7815 NW 148 STREET, MIAMI LAKES, Florida 33016				
. Lender is the mo	rtgagee under this Security Instrument.			
(D) "Note" means the promissory note signed by Borrower and dated September 2	8, 2006 . The Note			
states that Borrower owes Lender Three Hundred Seven Thousand and no/100				
Dollars (U.S. \$ 307,000.00) plus interest. Borrower has promised			
to pay this debt in regular Periodic Payments and to pay the debt in full not later than C	October 01, 2036			
(E) "Property" means the property that is described below under the heading "Trans.	fer of Rights in the Property."			
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the				
Note, and all sums due under this Security Instrument, plus interest.				
(G) "Riders" means all Riders to this Security Instrument that are executed by Bor	rower. The following Riders are to be			

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

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

FLORIDA—Single Family—Fannie Ma	nc/Freddie Mac UNIFORM INSTRUMENT
ITEM 1615L1 (0011)	(Page 1 of 11 pages)
MFFL3112	

Form 3010 1/01 GREATLAND To Order Call: 1-800-530-9393 DFax: 616-791-1131

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(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
 (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are

imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of BROWARD : [Type of Recording Jurisdiction] INTERCORDED IN O.R. BOOK 39771, PAGE 1908, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

which currently has the address of

MIRAMAR

[City]

, Florida

33027 [Zip Code]

4905 SW 140 TERRACE, Unit 3 [Street]

("Property Address"):

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

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

(Page 2 of 11 pages)

MFFL3112

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for

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

(Page 3 of 11 pages)

ITEM 1615L3 (0011) MFFL3112 Form 3010 1/01 GREATLAND To Order Call: 1-800-530-9393 [Fax: 616-791-113] HGBV 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, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as 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, Instrument, whether or not then due.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damage 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

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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 limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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.

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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, unless Borrower and Lender otherwise agree in writing 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.

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

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

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

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

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

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

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

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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.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the

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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. If the default is not cured on or before the date specified in the notice. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

FLORIDA—Single Family—Fannic Mae/Freddie Mac UNIFORM INSTRUMENT ITEM 1615L10 (0011) (Page 10 of 11 pages) MFFL3112 Form 3010 1/01 GRATLAND To Order Call: 1-800-530-9393 | Car 616-781-1131 // 6 SV BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

 $^{\prime}$ \sim (Seal) (Seal) HOMERO L. GARCIA -Borrower Borrower OII (Seal) (Scal) BETTY YÉGA -Borrower -Borrower 18246 MEDITERRANEAN BLVD # 1004 MIAMI, FL 33015 (Seal) (Seal) -Borrower -Borrower Signe nce of: State of Florida ind County of The foregoing instrument was acknowledged before me this egy jьу day ð I Jurces nero an s un who is personally known to me or who has produced Ø Rosa M. Vega Commission # DD257658 Expires Nov. 28, 2007 Aaron Notary 1-800-350-5161 as identification. Notary Public

FLORIDA—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1615L11 (0011) (Page 11 of 11 pages) MFFL3112



CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **28th** day of **September 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 **BankUnited**, **FSB**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4905 SW 140 TERRACE, Unit 3 MIRAMAR, FL 33027

[Property Address]

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

Las Terrazas at Vizcaya [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 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.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1623L1 (0411)

(Page 1 of 2 pages)

RUMENT Form 3140 1/01 GreatDocs $^{\text{v}}$ To Order Call: 1-800-968-5775 H G \otimes V



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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Condominium Bider.

HOMERO L. GARCIA	(Seal) -Borrower	(Seal) -Вопоwer
BETTY VEGA	(Seal) -Borrower	(Seal) -Borrower
<u> </u>	-Borrower	-Borrower

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

ITEM 1623L2 (0411) **MFCD2061**

(Page 2 of 2 pages)

Form 3140 1/01

GreatDoce ** To Order Call: 1-800-968-5775



Adjustable Rate Rider (1 Year MTA Index - Initial Discounted Monthly Payment -**Payment Caps and Maximum Rate)** (1 Month MTA ARM)

28th September 2006 THIS ADJUSTABLE RATE RIDER is made this day of

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, as modified or amended (the "Note") to BankUnited, FSB

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

> 4905 SW 140 TERRACE, Unit 3 MIRAMAR, FL 33027

> > [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, MY MONTHLY PAYMENT, AND THE PRINCIPAL BALANCE. MY MONTHLY PAYMENT INCREASES MAY BE LIMITED. BOTH MY MAXIMUM INTEREST RATE AND MINIMUM INTEREST RATE ARE LIMITED. MY INITIAL **REQUIRED MONTHLY PAYMENT AMOUNT WILL NOT BE SUFFICIENT TO PAY** THE INTEREST THAT ACCRUES UNDER THE NOTE. THE PRINCIPAL BALANCE OF THE NOTE MAY INCREASE TO AN AMOUNT THAT IS LARGER THAN THE AMOUNT THAT I ORIGINALLY BORROWED.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES Α.

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

"2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.0000 %. The interest rate I will pay will change as provided in this Section 2.

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

(B) Interest Change Dates

The interest rate I will pay may change on the first day of November 2006 and on that same day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date".

(C) Interest Rate Limits

My interest rate will never be greater than 9.9500 %. My interest rate will never be less than the amount of the then applicable Margin described in Section 2(E) below.

(D) Index

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

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

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding percentage points (3.3700 Three and 3700/10000 %) (the "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%). Subject to the limits stated in Section 2(C) above,

the rounded amount will be my new interest rate, which will become effective on the Interest Change Date. That interest rate will remain in effect until the next Interest Change Date.

In the event a new Index is selected in accordance with Section 2(D) above, a new Margin may be established. The new Index and Margin will result in an interest rate that is substantially similar to the interest rate that was in effect at the time that the old Index became unavailable.

Multistate Adjustable Rate Rider - 1 Year MTA Index - Initial Discounted Monthly Payment - Payment Caps and Maximum Rate Monthly Rate Change 6 Initials:

Page 1 of 3

(A) Time and Place of Payments

November 2006 I will make my monthly payments on the first day of every month, beginning on I will make a payment every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its

scheduled due date and will be applied to interest before Principal. If, on October 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make monthly payments at 7815 NW 148 ST., MIAMI LAKES, FL 33016

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

(B) Amount of My Initial Monthly Payment

My initial monthly payment will be in the amount of U.S. \$ 1,015.89 My initial %, the original Principal, and the Maturity monthly payment was calculated using a rate of 1.2000 Date. This rate is lower than the initial interest rate stated in Section 2(A) above.

The amount of my initial monthly payment will change as provided in this Section 3.

(C) Payment Change Dates

My monthly payment will change as required by Section 3(D) below beginning on the due date of my thirteenth (13th) payment, which is due on November 1, 2007

and on that same day every twelfth (12th) month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change as provided under Section 3(F) below.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date until the next Payment Change Date, unless my monthly payments are changed earlier as provided in Section 3(F) below.

(D) Calculation of Monthly Payment Changes; Limitations

On each Payment Change Date, my monthly payment will change to the amount that would be sufficient to repay the Principal that I am expected to owe at the Payment Change Date, together with interest at the rate in effect during the preceding month, in full in substantially equal monthly installments through the Maturity Date. However, unless Section 3(F) or Section 3(G) below apply, the amount of my new monthly payment, beginning on each Payment Change Date, will be limited to an amount that is no more than 7 1/2% greater than the amount I am required to pay under this Note immediately prior to that Payment Change Date. The Note Holder's monthly billing statement may disclose other payment options that I may have, if I should wish to pay a monthly payment that is larger than this amount.

(E) Changes in My Unpaid Principal

My initial required monthly payment amount will not be sufficient to pay the interest that will accrue under this Note at the initial interest rate stated in Section 2(A) of this Note, and may be lesser or greater than the amount sufficient to pay the interest that will accrue under this Note at the interest rates that thereafter are in effect under this Note. In addition, 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) above, my subsequent monthly payments could be lesser or greater than the amount sufficient to pay the interest that will accrue under this Note at the interest rates that are in effect under this Note from time to time. For each month that my monthly payment is less than the interest that accrues under this Note, the Note Holder will subtract the monthly payment from the amount of the accrued interest and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate that is in effect under this Note from time to time. For each month that the monthly payment is greater than the interest that accrues under this Note, the Note Holder will apply the excess towards a Principal reduction of this Note.

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

My unpaid Principal can never exceed a maximum amount equal to 115% of the Principal amount originally borrowed. In the event my unpaid Principal would otherwise exceed that 115% limitation on a monthly payment due date, I will begin paying a new monthly payment on that due date, and will continue to make this payment each month until the next Payment Change Date, subject at all times to a further increase in my monthly payment under this Section 3(F) if my unpaid Principal would again otherwise exceed the 115% limitation. The new monthly payment will be the amount that would be sufficient to repay my then unpaid Principal, together with interest at the rate in effect during the month prior to the payment due date, in full in substantially equal monthly installments through the Maturity Date. The new monthly payment will be determined without applying the 7 1/2% payment limitation described in Section 3(D) of this Note.

(G) Required Full Monthly Payment

On the 5th Payment Change Date, on each succeeding 5th Payment Change Date thereafter, and on the final Payment Change Date, the monthly payment will be determined without regard to the 7 1/2% payment limitation described in Section 3(D) of this Note.

NOTICE OF CHANGES 4.

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

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER В.

Uniform Covenant 18 of the Security Instrument is amended to read, in its entirety, 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.

MFCD5084 Multistate Adjustable Rate Rider – 1 Year MTA Index – Initial Discounted Monthly Payment – Payment Caps and Maximum Rate – Monthly Rate Change Page 2 of 3 Initials:

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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.'

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Horela	(Seal)	(Seal)
HOMERO L. GARCIA	-Borrower	-Borrower
Beny.	(Seal)	(Seal)
BETTY VEGA	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower

[Sign Original Only]

MFCD5084

<u>Record & Return to:</u> This Instrument was prepared by:

BankUnited 7815 N.W. 148th Street Miami Lakes, FL 33016

BU Loan No. #

The space above for recorder's use only

ASSIGNMENT OF MORTGAGE

<u>BankUnited</u>, organized and existing under the laws of the United States of America, (the "Assignor"), having its principal place of business at <u>7815 NW 148th Street</u>, <u>Miami Lakes</u>, <u>Florida 33016</u> in consideration of the sum of Ten Dollars and No/100 Cents (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from or on behalf of <u>Investment Mortgages Group</u>, LLC C/O 701 W. Cypress Creek Road Suite 302 Ft, Lauderdale, FL 33309("Assignee").

"Assignor", does hereby grant, bargain, sell, assign, transfer and set over to "Assignee", its successors and/or assigns, that certain Mortgage executed by GARCIA HOMERO L dated 9/28/2006, as described in that certain Mortgage recorded 10/10/2006, in Book # 42913, Page # 1235 Document #106498749 in Broward County, State of FLORIDA together with the Note or other obligation secured by said Mortgage and monies due and to become due thereon, including interest thereon.

Property Address: 4905 SW 140 TERRACE 3 MIRAMAR, FL 33027

To have and to hold the same unto the Assignee, its successors and/or assigns forever.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Mortgage to be executed in its name by its officer duly authorized this <u>10th day</u> of <u>December</u>, 2009 in the presence of:

WITNESSES: Rebecca Thrasher

Kevin Connacher

STATE OF FLORIDA COUNTY OF MIAMI-DADE BANKUNITED, ASSIGNEE OF THE FDIC, AS RECEIVER FOR BANKUNITED, FSB

Bill Williams

Vice President

The foregoing instrument was acknowledged before me this <u>10th</u> day of <u>December</u>, 2009by <u>Bill</u> <u>Williams</u>, as <u>Vice President</u> of BankUnited who is personally known to me and acknowledged that he executed the same on behalf of said corporation.

Notary Public Mireya Foster MIREYA FOSTER Notary Public - State of Florida ly Comm. Expires Aug 30, 2013 Commission # DD 889955 Bonded Through National Notary Ass

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Record and Return to: This instrument prepared by: Arie Mrejen, Esquire Mrejen Blinderman, P.L. 701 W. Cypress Creek Rd., #302 Fort Lauderdale, FL 33309 Tel.: (954) 771-3740 Fax: (954) 771-3047

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ASSIGNMENT OF MORTGAGE

INVESTMENT MORTGAGES GROUP, L.L.C., organized and existing under the laws of the State of Florida, (the "Assignor"), having its principal place of business at c/o 4644 Coral Ridge Drive, Coral Springs, FL 33076, in consideration of the sum of Ten Dollars and No/100 Cents (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from or on behalf of <u>SEASCAPE GROUP, L.L.C.</u>, a Florida limited liability company, whose post office address is 500 East Broward Boulevard, Suite 1620, Fort Lauderdale, FL 33394 (the "Assignee".)

"Assignor" does hereby grant, bargain, sell, assign, transfer, and set over to "Assignee", its successors and/or assigns, that certain Mortgage executed by GARCIA HOMERO L, dated 9/28/2006, as described in that certain Mortgage recorded 10/10/2006, in Official Records Book 42913, Page Number 1235, Document Number 106498749, in BROWARD County, State of Florida, together with the Note or other obligation secured by said Mortgage and monies due and to become due thereon, including interest thereon.

Property Address: 4905 SW 140 TERRACE 3, MIRAMAR FL 33027

To have and to hold the same unto the "Assignee", its successors and/or assigns forever.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Mortgage to be executed in its name by it officer duly authorized this 28th day of May, 2010, in the presence of:

WITNESSES:

Sign Todd A. Billings Sign

INVESTMENT MORTGAGES GROUP, L.L.C. a Florida limited liability By: Nicholas DiTempora, as Manager

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Nicholas DiTempora, as Manager of Investment Mortgages Group, L.L.C., a Florida limited liability company, on behalf of said company, and who is personally known to me and acknowledged that he executed the same on behalf of said company.

NOTARY PUBLIC-STATE OF FLORIDA
Arie Mrejen
Arie Mrejen Commission #DD867595 Expires: MAR. 09, 2013
BONDED THEIL ATT AN MAR. 09, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

IMG-114

CFN # 108253637, OR BK 45811 Page 1924, Page 1 of 2, Recorded 11/17/2008 at 04:14 PM, Broward County Commission, Deputy Clerk 1922

and the second sec



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

BANKUNITED, FSB,

vs.

Plaintiff,

GENERAL JURISDICTION DIVISION

CASE NO.:

HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA and BETTY VEGA, if living and if deceased, any unknown party who may claim as heir, devisee, grantee, assignee, lienor, creditor, trustee or other claimant, by, through under or against HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA or BETTY VEGA; LAS TERRAZAS AT VIZCAYA **CONDOMINIUM ASSOCIATION, INC., a** Florida non-profit corporation; VIZCAYA **COMMUNITY ASSOCIATION, INC., a** Florida non-profit corporation; **UNKNOWN SPOUSE OF HOMERO L.** GARCIA A/K/A HOMERO LUIS GARCIA; UNKNOWN SPOUSE OF **BETTY VEGA; JOHN DOE; MARY DOE** AND/OR ALL OTHERS WHOM IT MAY CONCERN,

08052521



Defendant(s).

NOTICE OF LIS PENDENS



TO DEFENDANTS, HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA and BETTY

VEGA, if living, and if deceased, any unknown party who may claim as heir, devisee, grantee,

TICE OF LIS

BankUnited, FSB v. HOMERO L. GARCIA, et al.

Case No.

assignee, lienor, creditor, trustee, or other claimant, by through, under or against HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA or BETTY VEGA; LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation; VIZCAYA COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation; UNKNOWN SPOUSE OF HOMERO L. GARCIA A/K/A HOMERO LUIS GARCIA; UNKNOWN SPOUSE OF BETTY VEGA; JOHN DOE and/or MARY DOE and/or ALL OTHERS WHOM IT MAY CONCERN, and alleges:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a mortgage on the property described as follows:

UNIT NO. 3, BUILDING 5 OF LAS TERRAZAS AT VIZCAYA, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN O.R. BOOK 39771, PAGE 1908, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Also known as: 4905 SW 140 TERRACE, UNIT 3, MIRAMAR, FLORIDA 33027.

DATED this $\frac{28^{4}}{28}$ day of OCTOBER, 2008.

press a cross method of the state of

FLORIDA BAR NO. 0037746 E:\DEPTS\LT\FORECLOSURES - RESIDENTIAL\BANKUNITED FORECLOSURES\G\GARCIA, HOMERO 1610-23572\GARCIA, COMPLAINTS, et al

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4905 SW 140 TERRACE #3, MIRAMAR, FL 33027 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

MAKE CASHIER'S CHECK OR

MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by December 31, 2018\$15,841.19

Or

* Estimated Amount due if paid by January 15, 2019\$16,029.18

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

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

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

HOMERO LUIS GARCIA 4905 SW 140TH TER MIRAMAR, FL 33027

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4905 SW 140 TERRACE #3, MIRAMAR, FL 33027 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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MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by December 31, 2018\$15,841.19

Or

* Estimated Amount due if paid by January 15, 2019\$16,029.18

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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

WARNING

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

SEASCAPE GROUP, L.L.C. 500 EAST BROWARD BLVD, SUITE 1620 FORT LAUDERDALE, FL 33394

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4905 SW 140 TERRACE #3, MIRAMAR, FL 33027 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

* Estimated Amount due if paid by December 31, 2018\$15,841.19

Or

* Estimated Amount due if paid by January 15, 2019\$16,029.18

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

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

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

BANKUNITED, FSB 7815 NW 148 STREET MIAMI LAKES, FL 33016

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BANKUNITED, FSB MONAL K. OZA CAMNER, LIPSITZ AND POLLER, P.A. 550 BILTMORE WAY, #700 CORAL GABLES, FL 33134

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CITY OF MIRAMAR DOUGLAS R GONZALES 200 E BROWARD BLVD #1900 FT LAUDERDALE, FL 33301

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CITY OF MIRAMAR UTILITY BILLING SECTION 2300 CIVIC CENTER PLACE MIRAMAR, FL 33025

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ROBERT A ANGUEIRA 16 SW 1ST AVENUE MIAMI, FL 33130

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ROBIN R WEINER, TRUSTEE POB 559007 FORT LAUDERDALE, FL 33355

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SCOTT N BROWN, TRUSTEE 1 SE 3RD AVE, #1400 MIAMI, FL 33131

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U.S. TRUSTEE OFFICE OF THE US TRUSTEE 51 SW 1ST AVE. SUITE 1204 MIAMI, FL 33130

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BROWARD COUNTY DEVELOPMENT MANAGEMENT DIVISION

115 S. ANDREWS AVENUE, A240 FORT LAUDERDALE, FL 33301

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BROWARD COUNTY GOVERNMENTAL CENTER, SUITE 423

115 S. ANDREWS AVENUE FORT LAUDERDALE, FL 33301

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LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC. c/o MICHAEL E. CHAPNICK 1655 PALM BEACH LAKES BLVD, SUITE 500 WEST PALM BEACH, FL 33401

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MICHAEL E. CHAPNICK, ESQ., REGISTERED AGENT MICHAEL E CHAPNICK O/B/O LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC.

1655 PALM BEACH LAKES BLVD, SUITE 500 WEST PALM BEACH, FL 33401

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CAROL A. STRAUSS, ESQ. BAKALAR & EICHNER, P.A. ATTORNEYS FOR LAS TERRAZAS AT VIZCAYA COA, INC.

150 So. PINE ISLAND ROAD, SUITE 540 PLANTATION, FL 33027

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

* Estimated Amount due if paid by December 31, 2018\$15,841.19

Or

* Estimated Amount due if paid by January 15, 2019\$16,029.18

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

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

WARNING

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

PESTCOE & IGLESIAS, REGISTERED AGENT O/B/O VIZCAYA COMMUNITY ASSOCIATION, INC. 2500 WESTON ROAD, SUITE 209 WESTON, FL 33331

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4905 SW 140 TERRACE #3, MIRAMAR, FL 33027 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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VIZCAYA COMMUNITY ASSOCIATION, INC. 4998 S.W. 140TH TERRACE MIRAMAR, FL 33027

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MICHELE R. CLANCY, ESQ. KATZMAN GARFINKEL ATTORNEYS FOR VIZCAYA COMMUNITY ASSOCIATION, INC.

1501 N.W. 49TH STREET, SUITE 202 FORT LAUDERDALE, FL 33309

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SERENA KAY PASKEWICZ, ESQ. CAMNER LIPSITZ, P.A. ATTORNEYS FOR PLAINTIFF, BANKUNITED, FSB 550 BILTMORE WAY, SUITE 700 CORAL GABLES, FL 33134

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BETTY VEGA 18246 MEDITERRANEAN BLVD #1004 MIAMI, FL 33015

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BETTY VEGA C/O LEISY JIMENEZ 8492 SW 8 ST MIAMI, FL 33144

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HOMERO LUIS GARCIA 4905 SW 140TH TERRACE #3 MIRAMAR, FL 33027

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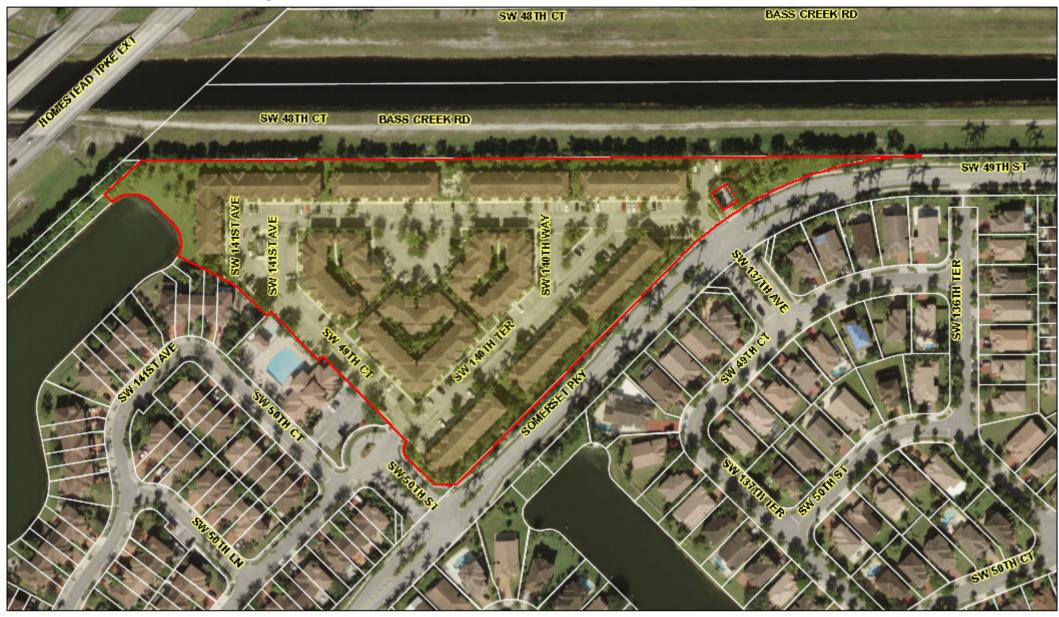
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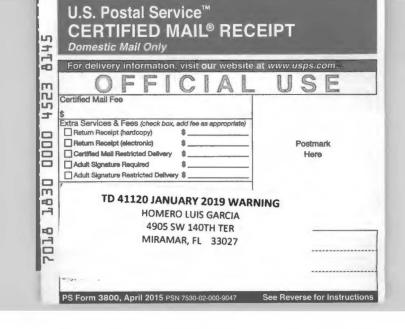
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Property Id: 514034AA0490 **Please see map disclaimer

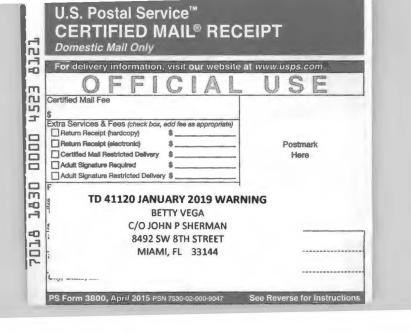


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October 1, 2018



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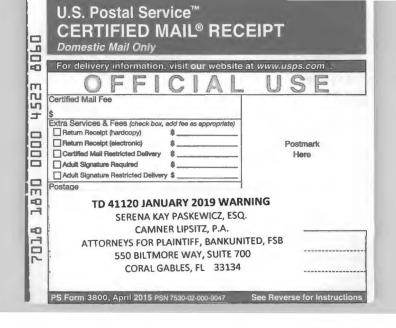


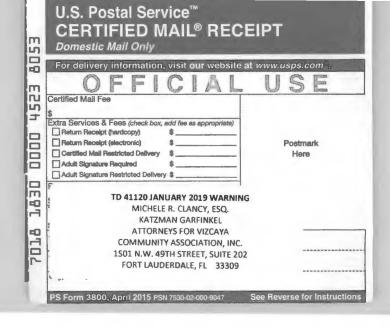
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BETTY VEGA 4905 SW 140 TER MIRAMAR, FL 33027	

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PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions





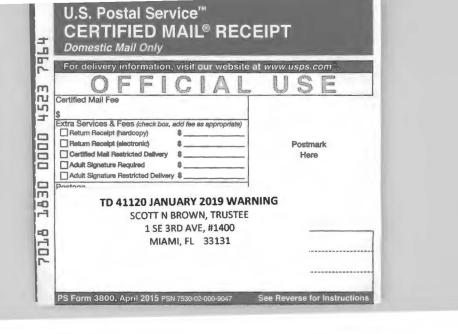




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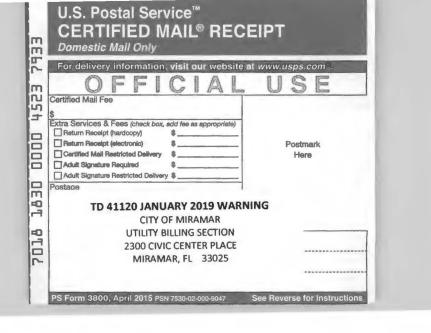
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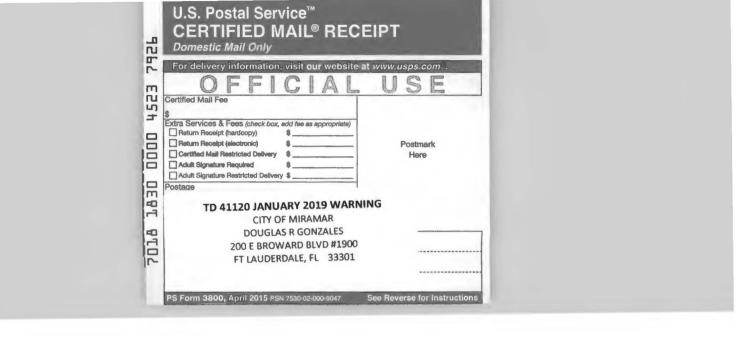
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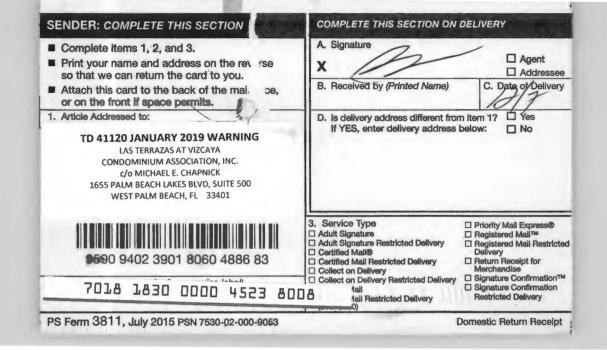


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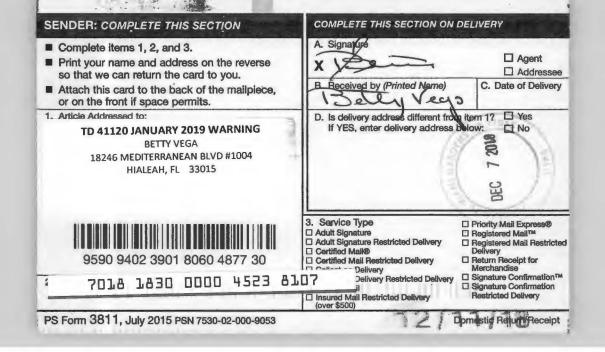


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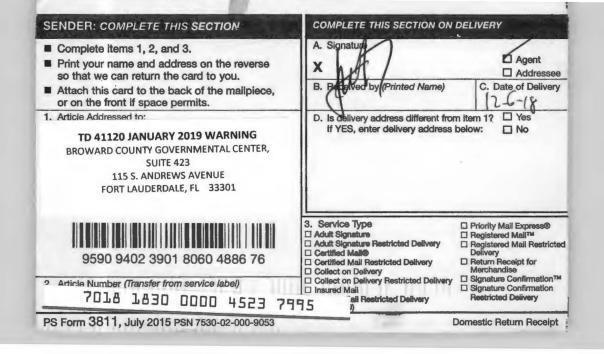




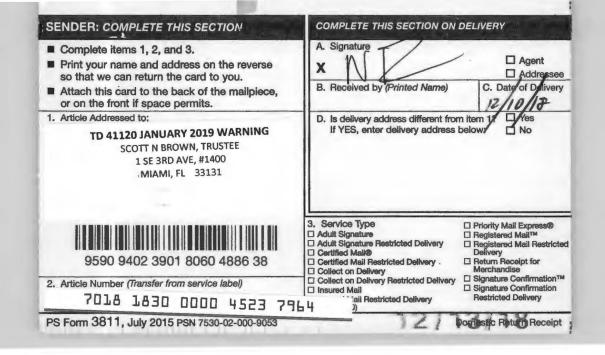




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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X B. Received for (printed Name)	Agent Addressee C. Date of Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt



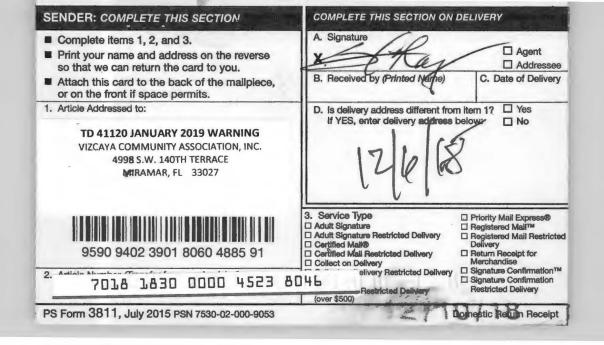
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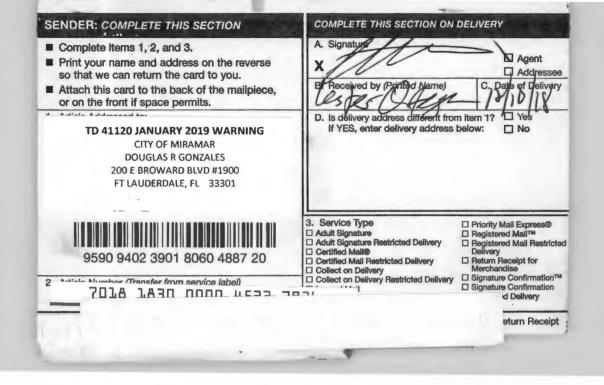




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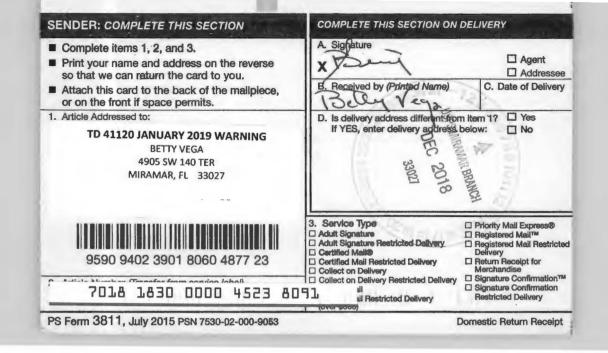
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1. Article Addressed to: TD 41120 JANUARY 2019 WARNING MICHAEL E. CHAPNICK, ESQ., REGISTERED AGENT MICHAEL E CHAPNICK O/B/O LAS TERRAZAS AT VIZCAYA CONDOMINIUM ASSOCIATION, INC. 1655 PALM BEACH LAKES BLVD, SUITE 500 WEST PALM BEACH, FL 33401	D. Is delivery address different from item 1? If YES, enter delivery address below: No	
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