

## 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:** 06/28/2018

REPORT EFFECTIVE DATE: 20 YEARS UP TO 06/26/2018

CERTIFICATE # 2015-6102 ACCOUNT # 494121AF0400 ALTERNATE KEY # 230757 TAX DEED APPLICATION # 41383

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:

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a condominium, according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 7621 NW 42 PLACE #121, SUNRISE FL 33351

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

RYESTONE LLC
1855 GRIFFIN RD STE A-407
DANIA BEACH, FL 33004 (Matches Property Appraiser records.)

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

RYESTONE, LLC Instrument: 112882246 1000 E HALLANDALE BEACH BLVD. #SUITE B HALLANDALE BEACH, FL 33009 (Per Deed)

EVAN PHILLIPS, REGISTERED AGENT O/B/O RYESTONE LLC 1855 GRIFFIN RD, SUITE A-407 DANIA BEACH, FL 33004 (Per Sunbiz)

#### MORTGAGE HOLDER OF RECORD:

None found.

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

CAPITAL ONE CLTRL ASSIGNEE OF FIG 2222, LLC PO BOX 54418 NEW ORLEANS, LA 70154-4418 (Tax Deed Applicant)

NEW CENTURY MORTGAGE CORPORATION OR: 41347, Page: 1606 18400 VON KARMAN, SUITE 1000 OR: 41347, Page: 1631

IRVINE, CA 92612

(Per Mortgages for Prior owner No satisfactions or releases found of record.)

STATE OF FLORIDA OR: 48744, Page: 1044

DEPARTMENT OF ECONOMIC OPPORTUNITY UNEMPLOYMENT COMPENSATION SERVICES

PO DRAWER 5150

TALLAHASSEE, FL 32314-5150 (Per Judgment)

FORD MOTOR CREDIT COMPANY LLC OR: 50365, Page: 849

AMERICAN ROAD RECOVERY

P.O. BOX 6508

MESA, AZ 85216 (Per Judgment)

SOUTHEAST LANDSCAPING II, INC. OR: 50401, Page: 1534

(Per Judgment. No address found on document.)

ATLANTIC SOUTHERN PAVING Instrument: 114573318

AND SEALCOATING, LLC 6301 W. SUNRISE BOULEVARD SUNRISE, FL 33313 (Per Lien)

POWER FENCE INC Instrument: 114621618

350 SE 5TH ST

POMPANO BEACH, FL 33060 (Per Notice of Commencement)

ATLANTIC SOUTHERN PAVING Instrument: 115087620

AND SEALCOATING, LLC CHARLES S. DALE, ESQ. CHARLES S. DALE, P.A. 414 N.E. FOURTH STREET

FT. LAUDERDALE, FL 33301 (Per Lis Pendens)

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION

C/O RYESTONE, LLC

1855 GRIFFIN ROAD SUITE A-407

DANIA BEACH, FL 33004 (Per Sunbiz. Declaration recorded in 36660-1876.)

STEPHEN V HOFFMAN, REGISTERED AGENT

O/B/O SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC.

2426 EAST LAS OLAS BOULEVARD

FORT LAUDERDALE, FL 33301 (Per Sunbiz)

#### PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 4941 21 AF 0400

CURRENT ASSESSED VALUE: \$55,330 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES: N/A

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

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

Warranty Deed OR: 37763, Page: 1458

(Deed out of the Developer)

Warranty Deed OR: 41347, Page: 1604

Certificate of Title Instrument: 112876030

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

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

Christina Young

Title Examiner



Site Address	7621 NW 42 PLACE #121, SUNRISE FL 33351	ID#	4941 21 AF 0400
<b>Property Owner</b>	RYESTONE LLC	Millage	2112
Mailing Address	1855 GRIFFIN RD STE A-407 DANIA BEACH FL 33004	Use	04
Abbr Legal Description	SUN POINTE SPRINGS CONDO UNIT 121 BLDG 5 AKA 7621		

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

				Pro	perty As	sessm	ent V	alues	i				
Year	Land	d	Building / Improvement			Just / Market Value		Assessed / SOH Value			Tax		
2018	\$5,940	0	\$53,4	\$53,480		\$59,420		\$59,420					
2017	\$5,530	0	\$49,8	\$49,800		\$55,3	330		\$54,050		\$	1,335.11	
2016	\$4,91	0	\$44,2	\$44,230		\$49,1	140		\$49	9,140	\$	1,241.35	
•			2018 Exem	ptions	and Taxa	able Va	lues	by Ta	xing Auth	ority	•		
			С	ounty		Schoo	l Bo	ard	Mui	nicipal		Independen	
Just Valu	ie		\$!	59,420			\$59,4	120	\$	59,420		\$59,420	
Portabilit	y			0				0		0		(	
Assesse	d/SOH		\$5	59,420			\$59,4	120	\$	59,420		\$59,420	
Homeste	ad		T)	0		0		0			0		
Add. Hor	nestead		T)	0	0			0	0			0	
Wid/Vet/I	Dis		0			0			0				
Senior				0	0			0		(			
Exempt 7	t Type			0		0		0		(			
Taxable			\$!	59,420			\$59,4	120	\$	59,420		\$59,420	
		,	Sales Histo	ry					L	and Ca	Iculations	3	
Date	T	Гуре	Price	В	ook/Pag	e or CII	٧	F	Price	F	actor	Type	
3/2/201	5 QC	CD-T	\$100		112882	2246							
2/26/201	15 CE	ET-D	\$200		112876	6030							
1/13/200	)6 V	ND	\$125,000		41347 /	1604						Ì	
6/21/200	)4 S	WD	\$81,900	1	37763 /	1458							
							$\neg$		Adj. E	Bldg. S.	F.	545	
			<u> </u>						Units/B	eds/Ba	ths	1/1/1	
									Eff./Act	t. Year	Built: 200	4/1987	
					Special A	Assessi	ment	s					
Fire	Garb	,	Light	Drain	<del>-</del>	npr		afe	Storr	n T	Clean	Misc	
21			3			100			2351.	<del>-  </del>			
	<del>                                     </del>	-							<del>                                     </del>	$\overline{}$		+	

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
21								
R								
1								

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

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

#### Tax Deed #41383

#### STATE OF FLORIDA **COUNTY OF BROWARD**

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of October 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:

RYESTONE, LLC 1000 E HALLANDALE BEACH BLVD. #SUITE B HALLANDALE BEACH, FL 33009

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC 6301 W. SUNRISE BOULEVARD SUNRISE, FL 33313

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC CHARLES S. DALE, P.A. 414 N.E. FOURTH STREET FT. LAUDERDALE, FL 33301

FORD MOTOR CREDIT COMPANY LLC AMERICAN ROAD RECOVERY, P.O. BOX 6508 MESA, AZ 85216

NEW CENTURY MORTGAGE **CORPORATION** 18400 VON KARMAN, SUITE 1000 IRVINE, CA 92612

POWER FENCE INC 350 SE 5TH ST POMPANO BEACH, FL 33060

STEPHEN V HOFFMAN

INC. 6555 SW 189 WAY SOUTHWEST RANCHES, FL

SOUTHEAST LANDSCAPING II,

STATE OF FLORIDA, DEPARTMENT OF ECONOMIC **OPPORTUNITY** UNEMPLOYMENT COMPENSATION SERVICES PO DRAWER 5150 TALLAHASSEE, FL 3 CARLOS R VAZQUEZ 32314-5150 1855 GRIFFIN RD STE A-407

EVAN PHILLIPS, REGISTERED AGENT O/B/O RYESTONE LLC 1855 GRIFFIN RD, SUITE A-407 DANIA BEACH, FL 33004

REGISTERED AGENT O/B/O SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC. 2426 EAST LAS OLAS **BOULEVARD** FORT LAUDERDALE, FL 33301 MICHAEL J CURRY SR. O/B/O ATLANTIC SOUTHERN PAVING AND SEALCOATING,

LLC 6301 W. SUNRISE BLVD. SUNRISE, FL 33313

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION C/O RYESTONE, LLC 1855 GRIFFIN ROAD SUITE A-407 DANIA BEACH, FL 33004

RYESTONE LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004

DANIA BEACH, FL 33004

SUN POINTE SPRINGS, LLC

ATTN CITY ATTY'S OFFICE

10770 W OAKLAND PARK BLVD

CITY OF SUNRISE

SUNRISE, FL 33351

9141 SW 73 STREET

MIAMI, FL 33173

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC C/O RYESTONE, LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004

REYSTONE LLC 7621 NW 42 PLACE #121 SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC C/O RYESTONE, LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004 SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC 7609 NW 42ND PLACE SUNRISE, FL 33351

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC C/O FLORIDA COMMUNITY LAW GROUP, P.L. 1000 EAST HALLANDALE BEACH BLVD., STE B HALLANDALE BEACH, FL 33009

#### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT. PERMITTING LICENSING & PROTECTION DIVISION

**GCW-1 NORTH UNIVERSITY DR PLANTATION, FL 33324** 

**BROWARD COUNTY CODE & ZONING ENFORCEMENT SECTION PLANNING &** REDEVELOPEMENT DIV. ENVIRONMENTAL PROTECTION & GROWTH MGMT DEPT GCW - 1 NORTH UNIVERSITY DR

**MAILBOX 302** PLANTATION, FL 33324

**BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION:** 

RIGHT OF WAY SECTION ONE N. UNIVERSITY DR., STE 300 B

PLANTATION, FL 33324

**BROWARD COUNTY WATER & WASTEWATER** 

2555 W. COPANS RD POMPANO BEACH, FL 33069 PUBLIC WORKS DEPT REAL PROPERTY **GOVERNMENTAL CENTER, RM 326,** 115 S. ANDREWS AVE FT. LAUDERDALE. FL 33301

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

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of October 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

401-316 Revised 05/13

## **Broward County, Florida**

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

#### NOTICE OF APPLICATION FOR TAX DEED NUMBER 41383

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: 494121-AF-0400

Certificate Number: 6102
Date of Issuance: 05/26/2016

Certificate Holder: CAPITAL ONE CLTRL ASSIGNEE OF FIG 2222, LLC

Description of Property: SUN POINTE SPRINGS CONDO

UNIT 121 BLDG 5 AKA 7621

UNIT NO. E121, BUILDING NO. 5, SUNPOINTE SPRINGS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED DECEMBER 30, 2003, UNDER CLERK'S FILE NO. 103604936, IN OFFICIAL RECORDS BOOK 36660, PAGE 1876, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Name in which assessed: RYESTONE LLC RYESTONE LLC

Legal Titleholders: RYESTONE LLC 1855 GRIFFIN RD STE A-407

DANIA BEACH, FL 33004

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 14th day of November, 2018. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

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

Dated this 11th day of October, 2018.

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

Dana F. Buker

Deputy

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

Publish: DAILY BUSINESS REVIEW

Issues: 10/11/2018, 10/18/2018, 10/25/2018 & 11/01/2018

Minimum Bid: 4192.72

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

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

STATE OF FLORIDA COUNTY OF BROWARD:

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

41383 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 6102

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

10/11/2018 10/18/2018 10/25/2018 11/01/2018

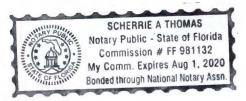
Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and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

Sworn to and subscribed before me this

1 day of NOVEMBER, A.D. 2018

(SEAL)

GUERLINE WILLIAMS personally known to me



#### Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 41383

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: 494121-AF-0400 Certificate Number: 6102 Date of Issuance: 05/26/2016 Certificate Holder: CAPITAL ONE CLTRL ASSIGNEE

OF FIG 2222, LLC
Description of Property:
SUN POINTE SPRINGS CONDO
UNIT 121 BLIDG 5 AKA 7621
UNIT NO. E121, BUILDING NO. 5,
SUNPOINTE SPRINGS CONDO.

UNIT NO. E121, BUILDING NO. 5, SUNPOINTE SPRINGS CONDO-MINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED DECEMBER 30, 2003, UNDER CLERK'S FILE NO. 103604936, IN OFFICIAL RECORDS BOOK 36660, PAGE 1876, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

Name in which assessed:
RYESTONE LLC
Legal Titleholders:
RYESTONE LLC
1855 GRIFFIN RD STE A-407
DANIA BEACH, FL 33004

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 14th day of November, 2018. 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
\*Pre-registration is required to bid.
Dated this 11th day of October, 2018.
Bertha Henry
County Administrator
RECORDS, TAXES, AND
TREASURY DIVISION

(Sea By: Dana F. Buker Deputy Tr s Tax Deed is Subject to All Exis ing Public Purpose Utility and Government Easements. The sucul bidder is responsible to pay utstanding taxes.

Mi um Bid: 4192.72
40 114 18-25 11/1 18-75/0000346294B

## **BROWARD COUNTY SHERIFF'S OFFICE**

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

## RETURN OF SERVICE

	16670 Please Route To Supervisor		18-045743
	BROWARD COUNTY, FL vs. RYESTONE LLC		TD 41383
		NTY/BROWARD DEFEND	11/14/2018
	RYESTONE LLC 7621	NW 42 PLACE, #121	HEARING DATE
	SERVE	RISE, FL 33351	
	SER	VE A.S.A.P RETURN	CITCU UND PROCESS AND
	14279		Date 10/10/2018 10-12-18
	BROWARD COUNTY REVENUE-DELING TAX SECTION 115 S. ANDREWS AVENUE, ROOM A-100	N Served	74 (60 70
	FT LAUDERDALE, FL 33301	☐ Not Served —	see comments
	JULIE AIKMAN, SUPV.	10-12-18	at 1442
	9884 Attorney	Date	Time
			person a true copy of the writ, with the date
of s	ervice endorsed thereon by me, and a copy of the complaint, petition, or initial pleading, b	y the following method:	
	INDIVIDUAL SERVICE		
UBS	TITUTE SERVICE:		
	At the defendant's usual place of abode on "any person residing therein who is 15 years	of age or older", to wit:	
	, in accordance with F.S. 48.031(1)(a)		
-			
	To ab - d-C 4		
	To, the defendant's spouse, at		in accordance with F.S. 48.031(2)(a)
	To, the person in charge of the defendant		
COF			
COL	To, the person in charge of the defendant's serve the defendant have been made at the place of business  PORATE SERVICE:	s business in accordance with F.S.	48.031(2)(b), after two or more attempts to
COF	To, the person in charge of the defendant' serve the defendant have been made at the place of business	s business in accordance with F.S.	48.031(2)(b), after two or more attempts to
coi	To, the person in charge of the defendant's serve the defendant have been made at the place of business  PORATE SERVICE:  To, holding the following position of said accordance with F.S. 48.081	s business in accordance with F.S. corporation	48.031(2)(b), after two or more attempts to
col	To, the person in charge of the defendant's serve the defendant have been made at the place of business  PORATE SERVICE:  To, holding the following position of said accordance with F.S. 48.081  To, an employee of defendant corporation	corporationin accordance with F.S. 48.081(3)	48.031(2)(b), after two or more attempts to
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	To, the person in charge of the defendant's serve the defendant have been made at the place of business  IPORATE SERVICE:  To holding the following position of said accordance with F.S. 48.081  To, an employee of defendant corporation to, as resident agent of said corporation in, partner, partner,	corporation in accordance with F.S. 48.081(3) in accordance with F.S. 48.091 or to upperty described in the complaint or	48.031(2)(b), after two or more attempts to  in the absence of any superior officer  designated employee or person in characters.  summons, Neither the tenant nor a person
	To, the person in charge of the defendant's serve the defendant have been made at the place of business  PORATE SERVICE:  To	corporation in accordance with F.S. 48.081(3) in accordance with F.S. 48.091 or to operty described in the complaint or f abode in accordance with F.S. 48.	48.031(2)(b), after two or more attempts to  in the absence of any superior officer  designated employee or person in characteristics.  summons. Neither the tenant nor a person
	To, the person in charge of the defendant's serve the defendant have been made at the place of business  EPORATE SERVICE:  To, holding the following position of said accordance with F.S. 48.081  To, an employee of defendant corporation of the properties of partnership, in accordance with F.S. 48.061(1)  POSTED RESIDENTIAL: By attaching a true copy to a conspicuous place on the properties of the properties of the properties of the defendant's usual place of the properties of the defendant's usual place of the properties of the defendant of the defendant's usual place of the properties of the defendant of the properties of the defendant of the defendant's usual place of the properties of the defendant of the defendant's usual place of the properties of the defendant of the defendant's usual place of the defendant's usual place of the defendant of the defendant's usual place of the defendant of the defe	corporation in accordance with F.S. 48.081(3) in accordance with F.S. 48.091 or to operty described in the complaint or f abode in accordance with F.S. 48.	48.031(2)(b), after two or more attempts to in the absence of any superior officer , designated employee or person in characteristics.  summons. Neither the tenant nor a person
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	To, the person in charge of the defendant's serve the defendant have been made at the place of business  PORATE SERVICE:  To	corporation	in the absence of any superior officer , designated employee or person in ch

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

SCOTT J. ISRAEL, SHERIFF BROWARD COUNTY, FLORIDA

RV 2 161070

**ORIGINAL** 

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494121-AF-0400 (TD #41383)** 

RECEIVED SHERIFF 2018 OCT 10 AM 9: 59 BROWARD COUNTY, FLORIDA

## WARNING

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

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

#### NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

#### MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- \* Amount due if paid by October 31, 2018 ......\$4,128.73
- \* Amount due if paid by November 13, 2018 ......\$4,179.72

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON November 14, 2018 UNLESS THE BACK TAXES ARE PAID.

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

www.broward.org/recordstaxestreasury

#### PLEASE SERVE THIS ADDRESS OR LOCATION

RYESTONE LLC 7621 NW 42 PLACE #121 SUNRISE, FL 33351

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

#### **BROWARD COUNTY SHERIFF'S OFFICE**

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

## RETURN OF SERVICE

17336	Please Route To Supervisor		Service Sheet #		18-045744
BROWARD C	OUNTY,FL vs. RYESTONE LL				TD 41383
TAX SALE NO	OTICE	vs. COUNT	Y/BROWARD	DEFENDANT	11/14/2018
RYESTONE L	LC SERVI	DANIA E	RIFFIN ROAD, S BEACH, FL 3300	4	
115 S. A	RD COUNTY REVENUE-DELI NDREWS AVENUE, ROOM A- DERDALE , FL 33301	NQ TAX SECTION	A.S.A.P. RETU 10/16/18  Served	1336 Da	10/10/2018 ate
	KMAN, SUPV.		Not Se	rved – see co	
9884 RYESTONE L	Attorney		Data, by serving the within	te	Time true copy of the writ, with the date at
ne of service endorsed thereo	on by me, and a copy of the complaint, peti	tion, or initial pleading, by th	ne following method:		
INDIVIDUAL SE	RVICE				
At the defendant's u	isual place of abode on "any person residin	g therein who is 15 years of	age or older", to wit:		
	, in accordance	ce with F.S. 48.031(1)(a)			
To	, the defendan	it's spouse, at		i	n accordance with F.S. 48.031(2)(a)
	have been made at the place of business	charge of the defendant's bu	usiness in accordance w	ith F.S. 48.031(2)	)(b), after two or more attempts to
CORPORATE SERVIC	<b>E</b> :				
Toaccordance with F.	, holding the I	following position of said cor	poration	in	the absence of any superior officer in
П То	, an employee	of defendant corporation in	accordance with F.S. 48	3.081(3)	
П То	, as resident a	gent of said corporation in a	ccordance with F.S. 48.0	91	
PARTNERSHIP of partnership, in a	SERVICE: To	partner, or t	0		designated employee or person in char
	ENTIAL: By attaching a true copy to a cor years of age or older could be found at the				ns. Neither the tenant nor a person
1st attempt date/tim	ne:		2 <sup>nd</sup> attempt date/time		
POSTED COMM	ERCIAL: By attaching a true copy to a co	onspicuous place on the prop	erty in accordance with	F.S. 48.183	
1 <sup>st</sup> attempt date/tim	ne:		2 <sup>nd</sup> attempt date/time		
OTHER RETUR	NS: See comments				
		011			
You can now check	the status of your writ	tosted	SCOTT I	ISRAEL, S	Шарцар

You can now check the status of your write by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

SCOTT J. ISRAEL, SHERIFF BROWARD COUNTY, FLORIDA

110

D.S.

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 494121-AF-0400 (TD # 41383)** 

RECEIVED SHERIFF 2018 OCT 10 AM 10: 00

## WARNING

BROWARD COUNTY, FLORIDA

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

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

# ORIGINAL DOCUMENT

NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED.

OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

#### MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- \* Amount due if paid by October 31, 2018 ......\$4,128.73
- \* Amount due if paid by November 13, 2018 ......\$4,179.72

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON November 14, 2018 UNLESS THE BACK TAXES ARE PAID.

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

FOR TAX DEEDS PROCESS AND AUCTION RULES. PLEASE VISIT

www.broward.org/recordstaxestreasury

#### PLEASE SERVE THIS ADDRESS OR LOCATION

RYESTONE LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004

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

Prepared by and return to: Michelle Caine Atlantic Southern Paving and Sealcoating, LLC 6301 W. Sunrise Boulevard Sunrise, FL 33313

#### WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

#### CLAIM OF LIEN

STATE OF FLORIDA COUNTY OF BROWARD

Before me, the undersigned notary public, personally appeared Michael Curry, who was duly sworn and says that he is the Manager of Atlantic Southern Paving and Sealcoating, LLC., a Florida limited liability company, whose address is 6301 W. Sunrise Boulevard, Sunrise, FL 33313 (the lienor herein) and that in accordance with a contract with Creative Property Management Solutions, LLC, 7609 NW 42<sup>nd</sup> Place, Sunrise, FL 33351, lienor furnished labor, services, or materials consisting of asphalt repairs, sealcoating, line striping, concrete curb and sidewalk, signage, and permit and processing fees on the following described real property in Broward County, Florida:

Sunpointe Springs

7609 NW 42<sup>nd</sup> Pl, Sunrise, FL 33351

PROPERTY ID#: 4941 21 AF 0000

Owned by Sun Pointe Springs Condo, 7609 NW 42<sup>nd</sup> Pl, Sunrise, FL 33351, of a total value of \$43,320,64 which there remains unpaid \$37,235.59 (Thirty-seven thousand two hundred thirty-five dollars and fifty-nine cents), and furnished the first items on September 19, 2016, and the last of same on June 2, 2017; and that the lienor is in privity with the owner.

> ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC a Florida limited liability company

By: CHAEL CURRY, OWNER

Sworn to and subscribed before me this day of thinks by MICHAEL CURRY, OWNER of 20 ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, a Florida limited liability company, and he is personally

known to me or □ produced as identification.

NOTARY PUBLIC

My Commission Expires:

{Client Files/0000220/0020/00029486.DOC }



Permit# Folio# NOTICE OF COMMENCEMENT The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement: this space reserved for recorder 1. Legal Description of Property: Unit# Bldg # Block Lengthy legal attached Subdivision / Condominium: NW 42nd Stret/dilizes/havellelile General description of Improvement b. Interest in property: c. Name and address of fee simple titleholder (if other than Owner): POWER FENCE INC 350 SE 5TH ST POMPANO BEACH FL 33060 4. a. Contractor name and address: b. Contractor's phone number: 954-274-6877 5. a. Surety name and address: b. Surety's phone number: c. Amount of bond: 6, a. Lender name and address: b. Lender's phone number: Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: Name: Address: b. Phone number: 8. a. In addition to himself or herself, the Owner designates to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida b. Phone number of person or entity designated by owner 9. Expiration date of notice of commencement : (the expiration date is 1 year from the date of recording unless a different date is specified) WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. s) of Owner(s) or Owner(s)' Authorized Officer(Director/Partner/Manager Bv **Print Name** Title/Office STATE OF FLORIDA The foregoing instrument was acknowledged before me this By Individually, or as Personally known, or produced the following type of identification: Signature of Notary Public Print Name: awheen (SEAL) Kathleen Colon VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES Notary Public - State of Florida Under penalties of perjury, I declare that I have read the foregoing and Commission #FF 901166 that the facts stated in it are true, to the best of my knowledge and belief. Expires July 19, 2019 Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager who signed above



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

## **Detail by Entity Name**

Florida Limited Liability Company

RYESTONE LLC

**Filing Information** 

 Document Number
 L14000014462

 FEI/EIN Number
 46-4627417

 Date Filed
 01/27/2014

State FL

Status ACTIVE

LC STMNT OF RA/RO CHG

Event Date Filed 06/29/2015

Event Effective Date NONE

**Principal Address** 

1855 GRIFFIN ROAD

SUITE A-407

DANIA BEACH, FL 33004

Changed: 05/18/2015

**Mailing Address** 

1855 GRIFFIN ROAD

SUITE A-407

DANIA BEACH, FL 33004

Registered Agent Name & Address

PHILLIPS, EVAN

1855 GRIFFIN RD, SUITE A-407

DANIA BEACH, FL 33004

Address Changed: 06/29/2015

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGRM

JAFFEE, SCOTT, P.A. 1855 GRIFFIN ROAD SUITE A-407 DANIA BEACH, FL 33004 Title MGRM

BLUE BROOK INVESTMENTS, LLC 1855 Griffin Rd Suite A-407 Dania Beach, FL 33004

#### **Annual Reports**

Report Year	Filed Date
2016	01/25/2016
2017	01/11/2017
2018	03/01/2018

#### **Document Images**

03/01/2018 ANNUAL REPORT	View image in PDF format
01/11/2017 ANNUAL REPORT	View image in PDF format
01/25/2016 ANNUAL REPORT	View image in PDF format
<u>06/29/2015 CORLCRACHG</u>	View image in PDF format
01/08/2015 ANNUAL REPORT	View image in PDF format
01/27/2014 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



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

## **Detail by Entity Name**

Florida Not For Profit Corporation

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC.

**Filing Information** 

**Document Number** N0400000155 **FEI/EIN Number** 20-1173968 **Date Filed** 01/02/2004

State FL

**Status ACTIVE** 

**Last Event AMENDMENT Event Date Filed** 08/17/2017

**Event Effective Date** NONE

**Principal Address** 

**7609 NW 42ND PLACE** SUNRISE, FL 33351

Changed: 11/15/2013

**Mailing Address** 

C/O Ryestone, LLC 1855 Griffin Road Suite A-407

Dania Beach, FL 33004

Changed: 01/08/2018

**Registered Agent Name & Address** 

Hoffman, Stephen V

2426 East Las Olas Boulevard FORT LAUDERDALE, FL 33301

Name Changed: 04/30/2016

Address Changed: 04/30/2016

Officer/Director Detail Name & Address

Title Director

FERRIER, JEFFREY

c/o Ryestone, LLC 1855 Griffin Road Suite A-407 Dania Beach, FL 33004

Title VP, D

YOSEFI, GIL C/O Ryestone, LLC 1855 Griffin Road Suite A-407 Dania Beach, FL 33004

Title Director

ROSARIO, MIREYA C/O Ryestone, LLC 1855 Griffin Road Suite A-407 Dania Beach, FL 33004

Title PD

VAZQUEZ, CARLOS C/O Ryestone, LLC 1855 Griffin Road Suite A-407 Dania Beach, FL 33004

Title D

REITTER, RAFI C/O Ryestone, LLC 1855 Griffin Road Suite A-407 Dania Beach, FL 33004

#### **Annual Reports**

Report Year	Filed Date
2016	04/30/2016
2017	04/12/2017
2018	01/08/2018

#### **Document Images**

01/08/2018 -- ANNUAL REPORT View image in PDF format View image in PDF format 08/17/2017 -- Amendment 04/12/2017 -- ANNUAL REPORT View image in PDF format 04/30/2016 -- ANNUAL REPORT View image in PDF format 05/01/2015 -- ANNUAL REPORT View image in PDF format 04/03/2015 -- Reg. Agent Resignation View image in PDF format 07/24/2014 -- ANNUAL REPORT View image in PDF format

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02/24/2014 Off/Dir Resignation	View image in PDF format
09/18/2013 AMENDED ANNUAL REPORT	View image in PDF format
07/31/2013 AMENDED ANNUAL REPORT	View image in PDF format
04/03/2013 ANNUAL REPORT	View image in PDF format
11/05/2012 Reg. Agent Change	View image in PDF format
05/22/2012 ANNUAL REPORT	View image in PDF format
02/15/2012 ANNUAL REPORT	View image in PDF format
01/06/2011 ANNUAL REPORT	View image in PDF format
01/13/2010 ANNUAL REPORT	View image in PDF format
03/22/2009 ANNUAL REPORT	View image in PDF format
01/19/2009 ANNUAL REPORT	View image in PDF format
03/04/2008 ANNUAL REPORT	View image in PDF format
01/31/2007 ANNUAL REPORT	View image in PDF format
10/10/2006 REINSTATEMENT	View image in PDF format
06/06/2005 ANNUAL REPORT	View image in PDF format
01/02/2004 Domestic Non-Profit	View image in PDF format
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Florida Department of State, Division of Corporations

CFN # 104133035, OR BK 37763 Page 1458, Page 1 of 2, Recorded 07/02/2004 at 02:36 PM, Broward County Commission, Doc. D \$573.30 Deputy Clerk 2020

Prepared by and return to:

Maria Fernandez-Valle, Esq.
Square One
10570 N.W. 27th Street, Suite 103
Miami, Florida 33172

File Number: 1024-04 Property Appraiser Parcel Identification No: 19121-03-02700

#### SPECIAL WARRANTY DEED

#### SUN POINTE SPRINGS, LLC, a Florida Limited Liability Company

whose post office address is 9141 S.W. 73rd Street, Miami, Florida 33173, of the County of Miami-Dade, State of Florida, *Grantor*\* and

#### Leann Schmitt, a single woman

whose post office address is 7621 N.W. 42<sup>nd</sup> Place Unit E121, Sunrise, Florida 33351, of the County of Broward, State of Florida, *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 Limited Liability Companys, trusts and trustees)

#### WITNESSETH

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

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

#### SUBJECT TO:

- 1. The lien of all taxes for the year 2004 and thereafter, which are not yet due and payable.
- 2. Federal liens and judgements liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgement liens against personal property. For insuring purposes:
- 3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SPRINGTREE, as recorded in Plat Book 75, Page(s) 49, Public Records of Broward County, Florida.
- 4. Covenants, conditions and restrictions recorded June 16, 1972, in O.R. Book 4897, Page 28, Public Records of Broward County, Florida.
- Southern Bell Telephone and Telegraph Company Easement contianed in instrument recorded March 5, 1974, in O.R. Book 5662, Page 151, and August 13, 1976, in O.R. Book 13641, Page 302 Public Records of Broward County, Florida.
- Florida Power & Light Easement contained in instrument recorded December 20, 1974, in O.R. Book 6052, Page 76, and September 18, 1986, in O.R. Book 13741, Page 569, Public Records of Broward County, Florida.
- 7. Drainage Easement contianed in instrument recorded October 17, 1984, in O.R. Book 12067, Page 851, as amended in O.R. Book 12829, Page 34, Public Records of Broward County, Florida.
- 8. Reciprocal Sewerline Easement continued in instrument recorded October 17, 1984, in O.R. Book 12067,

(2-)

- 9. Reciprocal Waterline Easement contained in instrument recorded October 17,1984, in O.R. Book 12067, Page 870, as amended in O.R. Book 12829, Page 42, Public Records of Broward County, Florida.
- 10. Parking Lot Easement Agreement recorded October 17,1984 in O.R. Book 12067, Page 877, Public Records of Broward County, Florida.
- 11. Drive Way Easement Agreement recorded October 17, 1984 in O.R. Book 12067, Page 889, Public Records of Broward County. Florida.
- 12. Any loss or damage caused by a lien for assessments pursuant to Sec. 718.116(5)(a), F.S., or for unpaid assessments pursuant to Sec. 718.116(1)(a), F.S., notwithstanding assurances to the contrary in any attached Florida Endorsement Form 9 or Condominium Endorsement.
- 13. Declaration of Condominium recorded on December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, of the Public Records of Broward County, Florida.

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, but against none other.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered

in our presence:

SUN POINTE SPRINGS, LLC, a Florida Limited Liability Company

 $\mathbf{pv}$ 

ROLANDO BENITEZ

Manager

Antho

Name of

State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me by Rolando Benitez as Manager of Sun Pointe Springs, LLC, a Florida Limited Liability Company, on behalf of the Limited Liability Company, this day of , 2004, who is personally known to me or who has produced driver's license, as identification and who did (did not) take an oath.

Notary Public

My Commission Expires:



105730911, OR BK 41347 Page 1604, Page 1 of 2, Recorded 01/26/2006 at \$875.00 Deputy Clerk 2130 04:24 PM, Broward County Commission, Doc. D

Prepared by and return to: James A. Klohn Attorney at Law Title Express, LLC 1625 N. Commerce Parkway Suite 307 Weston, FL 33326 954-358-6530 File Number: 1139 oconnor

Will Call No.:

[Space Above This Line For Recording Data]

## **Warranty Deed**

This Warranty Deed made this 13th day of January, 2006 between Leann Schmitt, a single woman whose post office address is 7012 NW 66 Terrace, Tamarac, FL 33321, grantor, and Mark O'Connor, a single man whose post office address is 7621 NW 42nd Place, Unit E121, Sunrise, FL 33351, grantee:

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

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

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

Parcel Identification Number: 19121-03-02700

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

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

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

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

Signed, sealed and delivered in our presence:

Witness Name:

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 13th day of January, 2006 by Leann Schmitt, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal] JAMES A. KLOHN
Notary Public - State of Florida
My Comm. Expires Jan 13, 2007
Commission # DD 151232 Bonded By National Notary Assn.  **Notary Public** 

Printed Name:

My Commission Expires:



7609 NW 42<sup>ND</sup> Place, Sunrise FI 33351 954-746-1705 P 954-746-1706 F sunpointesprgsco@bellsouth.net

APPLICANT NAME: Maric O'Coni APARTMENT #: SALE & LEASE	noc
The Board of Directors has the right to reject this as COMMENTS:	oplication.
BOARD APPROVAL ( BOARD	D DISAPPROVAL ( )
Board member Signature	(date)
Board member Signature	(date)  Wency Phin  ssociation, Inc.
On behalf of the board of Directors, Wendy Philips	Weng
Property Manager for Sunpointe Springs Condo As	sociation, Inc.
AFTER CLOSING PLEASE PROVIDE THIS C STATEMENT AND WARRANTY DEED SO TH OWNER.	

CFN # 105730912, OR BK 41347 Page 1606, Page 1 of 25, Recorded 01/26/2006 at 04:24 PM, Broward County Commission, Doc M: \$350.00 Int. Tax \$200.00 Deputy Clerk 2130

Return To: New Century Mortgage Corporation 18400 Von Karman, Ste 1000 Irvine, CA 92612

This document was prepared by: New Century Mortgage Corporation 18400 Von Karman, Ste 1000 Irvine, CA 92612

—[Space Above This Line For Recording Data]—

#### **MORTGAGE**

#### **DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated January 13, 2006 together with all Riders to this document.

(B) "Borrower" is MARK O'CONNOR, A Single Man

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation organized and existing under the laws of California

1006094647

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

Form 3010 1/01

-6(FL) (0005).02

Page 1 of 16

Initials:**州**の

VMP MORTGAGE FORMS - (800)521-7291



Lender is the mortgagee under this Security Instrument.

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

(D) "Note" means the promissory note signed by Borrower and dated January 13, 2006 The Note states that Borrower owes Lender ONE HUNDRED THOUSAND AND 00/100

Dollars

(E) "Property" means the	) plus interest. Borrower has pro ot in full not later than 02/01/2036 property that is described below under	, , , , , , , , , , , , , , , , , , ,		
due under the Note, and all (G) "Riders" means all Rid	evidenced by the Note, plus interest, sums due under this Security Instrumeders to this Security Instrument that a Borrower [check box as applicable]:	ent, plus interest.		<del>-</del>
X Adjustable Rate Rider Balloon Rider VA Rider	X Condominium Rider Planned Unit Development Ride Biweekly Payment Rider	Second Home R  1-4 Family Ride  X Other(s) [specify Prepayment Rid ARM Rider Adde	er y] er	
ordinances and administrati non-appealable judicial opir (I) "Community Association charges that are imposed association or similar organ (J) "Electronic Funds Tracheck, draft, or similar painstrument, computer, or mor credit an account. Such	on Dues, Fees, and Assessments" me on Borrower or the Property by a	al, state and local street of law) as well as cans all dues, fees, ass condominium association, other than a transactrough an electronic to authorize a financial, point-of-sale transfer	atutes, regular all applicable sessments and ation, homeoution originate erminal, teleptinstitution to rs, automated	other wners ed by honic debit teller
(K) "Escrow Items" means (L) "Miscellaneous Proceed by any third party (other the damage to, or destruction Property; (iii) conveyance evalue and/or condition of the (M) "Mortgage Insurance" the Loan.	" means insurance protecting Lender a	nent, award of damage coverages described in or other taking of all epresentations of, or of against the nonpaymen	n Section 5) for or any part of omissions as to at of, or default	or: (i) of the o, the
	eans the regularly scheduled amount d under Section 3 of this Security Instru		d interest unde	er the
-6(FL) (0005).02	Page 2 of 16	Initials: MTS	1006094 Form 3010	
=				

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of BROWARD [Name of Recording Jurisdiction]: See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 19121AF04000 7621 NW 42 PLACE #E-121 SUNRISE ("Property Address"): which currently has the address of [Street]

[City], Florida 33351-

[Zip Code]

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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

Lender agrees to the merger in writing.

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

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

Insurance.

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

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

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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

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

the excess, if any, paid to Borrower.

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

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

secured by this Security Instrument whether or not the sums are then due.

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

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

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include

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

take any action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Form 3010 1/01

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

WITNESS: WENIZE Sandoval	Mark O'CONNOR	C (Seal
WITHESS: James Klohn	7621 NW 42 PLACE #E-121 SUNRISE, FL 33351	(Address(Seal
(Seal) -Borrower	· .	(Address (Seal -Borrowe
(Address)  (Seal) -Bortower		(Address(Seal
(Address)  (Seal) -Borrower	·	(Address  (Seal) -Borrowe
(Address)		(Address

CFN # 105730912, OR BK 41347

STATE OF FLORIDA,

TE OF FLORIDA,

The foregoing instrument was acknowledged before me this 1 - 13 - 2006 by

Mark O'Connor, a single man

who is personally known to me or who has produced FL Drivaris Lice as identification.

MILITICADE PLOTOLICAGE SESTICADO PARABOLICA DE LOCA PRESENTA DE SESTICADO DE CALORDO POR CADO PARA EN PRÓSENTA JAMES A. KLOHN
Notary Public - State of Florida
My Comm. Expires Jan 13, 2007
Commission # DD 151232
Bonded By National Notary Assn.

Initials: ///フロ

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Form 3010 1/01

### Exhibit A

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

Parcel Identification Number: 19121-03-02700

File Number: 1139 oconnor

OCM

DoubleTime®

### ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)
THIS ADJUSTABLE RATE RIDER is made this 13th day of January, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New Century Mortgage Corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at: 7621 NW 42 PLACE #E-121, SUNRISE, FL 33351-

#### [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

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

The Note provides for an initial interest rate of 7.725 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of February, 2008 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in <a href="The Wall Street Journal">The Wall Street Journal</a>. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And Five Hundredth(s) percentage points (6.050 %) to the Current Index. The Note Holder will then round the result of 1006094647

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instrument
-838R (0402) Form 3138 1/01

Page 1 of 3 Initials: MTO VMP Mortgage Solutions, Inc. (800)521-7291

this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

7.725 %. Thereafter, my interest rate will 9.225 % or less than never be increased or decreased on any single Change Date by more than One And One-half percentage points

1.500 %) from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

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

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

Mark o'connor	-Borrower	(Seal) -Borrower
_	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
_		1006094647

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### ADJUSTABLE RATE RIDER ADDENDUM

(Libor Index - Rate Caps)

This Adjustable Rate Rider Addendum is made this 13th day of January 2006, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to

**New Century Mortgage Corporation** 

(the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at: 7621 NW 42 PLACE #E-121, SUNRISE, FL 33351-

(Property Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

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

#### 4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 9.225% or less than 7.725%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.725% or less than 7.725%.

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

Mark O'CONNOR	
<del></del>	·

Adjustable Rate Rider Addendum RE-102 (082296)

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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13th day of January, 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the

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

7621 NW 42 PLACE #E-121, SUNRISE, FL 33351-

[Property Address]

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

SUN POINTE SPRINGS CONDO [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

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

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

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Page 2 of 3

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Mont & O'CONNOR	570007 (Seal)	(Seal
MARK O'CONNOR	-Borrower	-Borrowe
*	(Seal)	(Seal)
	-Borrower	-Borrowei
	(Seal)	(Seal
	-Borrower	-Borrowei
	(Seal)	(Seal
	-Borrower	-Borrowei
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<b>™P-8R</b> (0411)	Page 3 of 3	Form 3140 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained

### PREPAYMENT RIDER ADJUSTABLE RATE LOAN

This Prepayment Rider is made this 13th day of January 2006, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to

### **New Century Mortgage Corporation**

(the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

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

#### 5. BORROWERS RIGHT TO PREPAY

I have the right to make prepayments of principal any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless: the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

If within 2 year(s) from the date of execution of the Security Instrument, I make a full prepayment or, in certain cases a partial prepayment, and the total of such prepayment(s) in any 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of 6 months advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of the loan.

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

Mand & O'Connor MARK O'CONNOR	
MARK O'CONNOR	

NCMC Prepay Rider - ARM (Multistate) RE-103 (020800)

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CFN # 105730913, OR BK 41347 Page 1631, Page 1 of 10, Recorded 01/26/2006 at 04:24 PM, Broward County Commission, Doc M: \$87.50 Int. Tax \$50.00 Deputy Clerk 2130

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Return To:

New Century Mortgage Corporation 18400 Von Karman, Ste 1000 Irvine, CA 92612

This instrument was prepared by:

New Century Mortgage Corporation 18400 Von Karman, Ste 1000 Irvine, CA 92612

### **MORTGAGE**

THIS MORTGAGE is made this 13th MARK O'CONNOR, A Single Man

day of January, 2006

, between the Mortgagor,

, whose address is

7621 NW 42 PLACE #E-121, SUNRISE, FL 33351

(herein "Borrower"), and the Mortgagee,

New Century Mortgage Corporation

, a corporation organized and , whose address is

existing under the laws of California 18400 Von Karman, Suite 1000, Irvine, CA 92612

(herein "Lender"). which

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00 which indebtedness is evidenced by Borrower's note dated January 13, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 02/01/2036;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of BROWARD

State of Florida:

See Legal Description Attached Hereto and Made a Part Hereof

This Deed of Trust is Second and Subordinate to an Existing First Trust Deed Loan Now of Record.

A.P.N. 19121AF04000

which has the address of 7621 NW 42 PLACE #E-121

SUNRISE

[City], Florida 33351-

[ZIP Code] (herein "Property Address");

1006095101

[Street]

FLORIDA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

In

Form 3810 Amended 5/93

-76(FL) (0307).01

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

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

1006095101 Initials: <u>MTO</u>

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- **8.** Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

-76(FL) (0307).01

1006095101 Initials: MTO Sorm 3810

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of	
Quie Aument	Manh & O Connece (Seal)
Witness) Davisa Sandoval	MARK O'CONNOR -Borrower
	7621 NW 42 PLACE #E-121 SUNRISE, FL 33351 (Address)
JAKO	(Seal)
(Witness) Jamas Klohn	-Borrower
	(Address)
(Seal)	(Seal)
-Borrower	-Borrower
(Address)	(Address)
(Seal)	(Seal)
-Borrower	-Borrower
(Address)	(Address)
(Seal)	(Seal)
-Borrower	-Borrower
(Address)	(Address) (Sign Original Only)
STATE OF FLORIDA,	County ss: Broward
The foregoing instrument was acknowledged before me this	
Mark O'Connor, a single re	
who is personally known to me or who has produced	Driver's Lic. as identification.
•	AICO
JAMES A. KLOHN	Notary Public

Notary Public - State of Florida My Comm. Expires Jan 13, 260 Commission # DD 151232 Bonded By National Notary Assi

1006095101

### Exhibit A

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

Parcel Identification Number: 19121-03-02700

File Number: 1139 oconnor

MOO

DoubleTime®

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13th day of January, 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7621 NW 42 PLACE #E-121, SUNRISE, FL 33351-

### [Property Address]

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

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

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MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage

-208R (0411)

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Page 1 of 3

Initials: <u>M</u>ガロ

VMP Mortgage Solutions, Inc.

(800)521-7291

Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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-208R (0411)

Page 2 of 3

3/99

-208R (0411)

in this Condominium Rider.		
Man J O Co	OWNE (Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower

Page 3 of 3

1006095101

3/99

### PREPAYMENT RIDER **FIXED RATE 2ND LIEN**

This prepayment Rider is made this 13th day of January 2006 , and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to

### **New Century Mortgage Corporation**

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

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

6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal any time before they are due. A prepayment of all the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayments, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 2 year(s) after the execution of the Security Instrument, I make any prepayment(s) within any 12-month period the total amount of which exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of this loan.

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

Malf O Comra	
MARK O'CONNOR	
<del></del>	

NCMC Prepay Rider - Fixed 2<sup>nd</sup> (Multistate) RE-119 (012197) (012197)

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INSTR # 112876030 Page 1 of 1, Recorded 03/19/2015 at 08:48 AM Broward County Commission, Doc. D \$1.40 Deputy Clerk ERECORD

\*\*\*\* FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 3/10/2015 10:19:53 AM.\*\*\*\*

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

SUNPOINTE SPRINGS CONDO ASSN INC Plaintiff VS.

CACE-14-019505

Division. 12

O'CONNOR, MARK Defendant

### **Certificate of Title**

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on February 26, 2015, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

Unit No. E121, Building No. 5, SUNPOINE SPRINGS CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded December 30, 2003, under Clerk's File No. 103604936, in Official Records Book 36660, Page 1876, in the Public Records of Broward County, Florida.

More commonly known as: 7621 NW 42nd Place, Unit E121, Sunrise, Florida 33351.

Was sold to SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC.
C/O FLORIDA COMMUNITY LAW GROUP, P.L. 1000 East Hallandale Beach Boulevard, Ste B Hallandale Beach, FL, 33009

Witness my hand and the seal of this court on March 10, 2015.

ALORIDA PO COUNTY

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

Total consideration: \$200.00 Doc Stamps: \$1.40 INSTR # 112882246 Page 1 of 2, Recorded 03/23/2015 at 01:18 PM Broward County Commission, Doc. D \$0.70 Deputy Clerk ERECORD

Prepared by and return to: Carlos Vazquez Ryestone, LLC 1000 E. Hallandale Beach Blvd., Suite B Hallandale Beach, FL 33009 (954) 905-3874

[Space Above This Line For Recording Data]

### **Quit Claim Deed**

**This Quit Claim Deed** made this 23 day of March, 2015 between Sunpointe Springs Condominium Association, Inc. whose post office address is 7609 NW 42 Place Sunrise, FL 33351 grantor, and Ryestone, LLC, whose post office address is 1000 E Hallandale Beach Blvd. #Suite B, Hallandale Beach, FL 33009, 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 consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Broward County**, Florida to-wit:

SEE EXHIBIT "A' ATTACHED HERETO AND MADE A PART HEREOF ("Property")

Parcel Identification Number: 19121-03-02700

Bonded Thru Notary Public Underwrite

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:	Sunpointe Springs Condominium Association, Inc.	
Watness Name: Bryan Wills  On our Brekers  Witness Name: Cantalle Blackbird	By: Gold (Seal)	
Thanks Thanks Steeles		
State of Florida County of County of		•
The foregoing instrument was acknowledged before me this is/are personally known to me or who produced a	s 2 day of March, 2015, by Gil Your	,who
· · · · · · · · · · · · · · · · · · ·	De Old Ha	
[Notary Seal]	Notary Public	
JUDITH ORTIZ	A 11 11	
MY COMMISSION # EE 146992	Printed Name: Judith Ortiz	

The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title.

INSTR # 112882246 Page 2 of 2, End of Document

### **Exhibit A**

Unit No. E121, Building No. 5, SUNPOINTE SPRINGS CONDOMINIUM, a condominium, according to the Declaration of Condominium thereof, recorded December 30,2003, under Clerk's File No. 103604936, in Official Records Book n36660, Page 1876, in the Public Records of Broward County, Florida.

Parcel Number: 19121-03-02700

Physical Address- 7621 NW 42 Place #121 Sunrise, FL 33351

Instr# 115087620 , Page 1 of 1, Recorded 05/21/2018 at 09:42 AM Broward County Commission

Case Number: CACE-18-011553 Division: 08

Filing # 72081951 E-Filed 05/14/2018 11:38:23 AM

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

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, a Florida limited liability company,

Case No.

Plaintiff,

VS.

Fla. Bar #153740

SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation,

Defendant. /

### NOTICE OF LIS PENDENS

**TO DEFENDANT**, SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC., a Florida not-for profit corporation, **AND ALL OTHERS WHOM IT MAY CONCERN**.

### YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- (a) The Plaintiff has instituted this action against you seeking foreclosure on a Construction Lien.
- **(b)** The Plaintiff in this action is:

ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, a Florida limited liability company.

- **(c)** The case number of the action is as shown in the caption.
- (d) The property that is the subject matter of this action is in Broward County, Florida and is described as follows:

SUNPOINTE SPRINGS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 36660, Page 1876, of the Public Records of Broward County, Florida.

Excluding Units 143, 174, 210, 233, 246, 258, and 272.

Dated this 14th day of May, 2018.

CHARLES S. DALE, P.A.

/s/ Charles S. Dale

CHARLES S. DALE, ESQ. Attorney for Plaintiff 414 N.E. Fourth Street Ft. Lauderdale, FL 33301 (954) 462-7472 / Fax (954) 462-5472 Fla. Bar 153740

{Client Files/0000220/0032/00035523.DOCX }

INSTR # 111983336, OR BK 50401 PG 1534, Page 1 of 2, Recorded 12/12/2013 at 04:34 PM, Broward County Commission, Deputy Clerk 4010

INSTR # 111888869, OR BK 50279 PG 675, Page 1 of 2, Recorded 10/23/2013 at 03:42 PM, Broward County Commission, Deputy Clerk ERECORD

\*\*\*\* FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 10/22/2013 10:22:42 AM.\*\*\*\*

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

SOUTHEAST LANDSCAPING II, INC.

CASE NO. 13-009988 COCE 53

Plaintiff,

VS.

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SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC.

Defendants.

### DEFAULT FINAL JUDGMENT IN FAVOR OF PLAINTIFF

THIS MATTER came before the Court on Plaintiff, SOUTHEAST LANDSCAPING II, INC's. Motion for Entry of Default Final Judgment, and this matter was heard after entry of Default against Defendant, and:

IT IS ADJUDGED that Plaintiff, SOUTHEAST LANDSCAPING II, INC., recover from Defendant, SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC, the sum of \$8000.00 for principal, \$554.72 for pre-judgment interest from May 1, 2012 through October 15, 2013, with costs in the sum of \$350.00, for a total of \$8904.72, that shall bear interest at the rate of 4.75% per year, for which let execution issue; and it is further

ASSOCIATION, INC., shall complete under oath Florida Rules of Civil Procedure Form

1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney of the judgment creditor if the judgment creditor is not provided represented by an attorney, within 45 days from the date of this final judgment, unless that judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the

INSTR # 111983336, OR BK 50401 PG 1535, Page 2 of 2

ØNSTR # 111888869, OR BK 50279 PG 676, Page 2 of 2

judgment Debtor(s) to complete Form 1.977, including all required attachments, and serve it upon the judgment creditor's attorney.

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

Florida, this

0CT 2 1 2013 day of October, 2013.

Copies Furnished by Court

Copies Furnished: C. David Tangora, Esq. C. DAVID TANGORA, P.A. 200 S.E. 18<sup>th</sup> Court Ft. Lauderdale, FL 33316

Defendant

STATE OF FLORIDA COUNTY OF BROWARD COUNTY CLERK OF COURT

I, THE UNDERSEENED Deputy Clork of the County Court, Browsel County, F DO HERRIBY CERTIFY the width and freegoing is a true and correct copy of as it appears on record to the office of the Court of Brancard County, Flerica, WITNESS my head and Seal of County Court, F Court Landaudele, Florida.

Robert W. Lee County Court Judge

ever When

COUNT)

CFN # 110752293, OR BK 48744 Page 1044, Page 1 of 1, Recorded 05/11/2012 at 09:37 AM, Broward County Commission, Deputy Clerk 1924

### IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA SMALL CLAIMS DIVISION 301 SOUTH MONROE STREET, SUITE 100 TALLAHASSEE FLORIDA 32301

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY UNEMPLOYMENT COMPENSATION SERVICES TELEPHONE: (850) 717-8324

Verified on 3-2-12Deputy Clerk Initials:

Correct Case Number: 2011 SC 2785

**PLAINTIFF** 

CASE NO.: 2011 SG 2786-

MARKS O CONNOR **DEFENDANT** 

### FINAL JUDGMENT FOR PLAINTIFF

This case came before the Court on the Plaintiff's complaint which was duly served upon the Defendant and notice given for this scheduled pre-trial.

The Defendant failed to abide by the terms of the stipulation/mediated agreement.

It is therefore ORDERED AND ADJUDGED that Plaintiff, DEPARTMENT OF ECONOMIC OPPORTUNITY, UNEMPLOYMENT COMPENSATION PROGRAM recovers from Defendant, MARK S O CONNOR the sum of \$ 1,968.59 on principal, NO pre-judgment interest, NO attorney's fees, with NO filing fees and NO service of process fees, all of which shall bear interest at the rate of 4.75% per annum as provided for by Florida Statute, for all of which let execution issue.

DONE AND ORDERED at Tallahassee, Florida on

[ ] AUGUSTUS D. AIKENS, JR

[ ] RONALD W. FLURY

[ ] JUDITH W. HAWKINS

[ ] ROBERT R. WHEELER

NINA ASHENAFI RICHARDSON

Copies furnished to:

Plaintiff's address: P O Drawer 5150 Tallahassee Fl 32314-5150

Defendant(s)'s last known address (if known): 1722 NE 8TH STREET FORT LAUDERDALE FL 33304

A Certified Copy Attest:

Bob Inzel

Clerk Circuit Court Leon County, Florida

File number - 356352-2012073-SCC7090JDR

DEO FORM UCO-413 (10/2011)

INSTR # 111955432, OR BK 50365 PG 849, Page 1 of 1, Recorded 11/27/2013 at 08:05 AM, Broward County Commission, Deputy Clerk 3375

INSTR # 111738187, OR BK 50080 PG 12, Page 1 of 1, Recorded 08/14/2013 at 11:35 AM, Broward County Commission, Deputy Clerk ERECORD

\*\*\*\* FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 8/13/2013 3:49:59 PM.\*\*\*\*

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. 13007433COSO60

FORD MOTOR CREDIT COMPANY LLC

Plaintiff,

VS.

MARK OCONNOR

Defendant.

FINAL JUDGMENT

IT IS HEREBY Ordered and Adjudged as follows:

That the Plaintiff, FORD MOTOR CREDIT COMPANY LLC hereby recovers from the Defendant MARK OCONNOR, who appeared at the hearing and admitted to the debt, the sum of \$3,242.94 in principal, plus costs in the sum of \$353.00, pre-judgment interest in the sum of \$0.00 and attorney's fees in the amount of \$0.00; for which let execution issue. That this judgment shall bear interest at the rate of 4.75% per annum and at the prevailing quarterly rate thereafter from date of entry until satisfied.

IT IS FURTHER ORDERED AND ADJUDGED, that the judgment debtors shall complete under oath Florida Rule of Civil Procedure Form 1.977 or 7.343 (Fact Information Sheet) including all required attachments, and serve it on the judgment creditor's attorney within 45 days from the date of Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of the case is retained to enter further orders that are proper to compel the judgment debtors to complete form 1.977 or 7.343, including all required attachments, and serve it on the judgment creditor's attorney.

DONE AND ORDERED in Chambers at Hollywood, Broward County, Florida this

IAN RICHARDS County Judge

**COPIES FURNISHED:** 

C/O WILLIAM A. INGRAHAM, JR., P.A. Attorneys for Plaintiff P.O. BOX 370098 MIAMI. FLORIDA 33137-0098

MARK OCONNOR; 7621 NW 42 PLACE, #E121 SUNRISE, FL 33351

DMZ\*10035476.001\*48063000000042268018\*FJUDGMT

**PLAINTIFF'S ADDRESS (FS 55.10)** 

FORD MOTOR CREDIT COMPANY LLC AMERICAN ROAD RECOVERY P.O. BOX 6508 MESA, AZ 85216

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DATE: October 1st, 2018 PROPERTY ID # 494121-AF-0400 (TD # 41383)

### WARNING

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

RYESTONE LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNIRSE, FL 33351 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 October 31, 2018 ......\$4,128.73 Or
- \* Estimated Amount due if paid by November 13, 2018 ......\$4,179.72

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 14, 2018 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

DATE: October 1st, 2018

PROPERTY ID # 494121-AF-0400 (TD # 41383)

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RYESTONE LLC 7621 NW 42 PLACE #121 SUNRISE, FL 33351

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DATE: October 1st, 2018

PROPERTY ID # 494121-AF-0400 (TD # 41383)

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RYESTONE, LLC 1000 E HALLANDALE BEACH BLVD. #SUITE B HALLANDALE BEACH, FL 33009

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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DATE: October 1st, 2018

PROPERTY ID # 494121-AF-0400 (TD # 41383)

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ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC 6301 W. SUNRISE BOULEVARD SUNRISE, FL 33313

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

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ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC CHALRES S. DALE, P.A. 414 E. FOURTH STREET FT LAUDERDALE, FL 33301

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 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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FORD MOTOR CREDIT COMPANY LLC AMERICAN ROAD RECOVERY P.O. BOX 6508 MESA, AZ 85216

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

# WARNING

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NEW CENTURY MORTGAGE CORPORATION 18400 VON KARMAN, SUITE 1000 IRVINE, CA 92612

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

## WARNING

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POWER FENCE INC 350 SE 5TH ST POMPANO BEACH, FL 33060

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

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SOUTHEAST LANDSCAPING II, INC. 6555 SW 189 WAY SOUTHWEST RANCHES, FL 33332

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISEE, FL 33351 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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STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY UNEMPLOYMENT COMPENSATION SERVICES PO DRAWER 5150 TALLAHASSEE, FL 32314-5150

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

# WARNING

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

EVAN PHILLIPS, REGISTERED AGENT O/B/O RYESTONE LLC 1855 GRIFFIN RD, SUITE A-407 DANIA BEACH, FL 33004

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7621 NW 42 PL #121, SUNRISE, FL 33351 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 THIS PROPERTY</u>, PLEASE DISREGARD THIS NOTICE.

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

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

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

- \* Estimated Amount due if paid by October 31, 2018 ......\$4,128.73
- \* Estimated Amount due if paid by November 13, 2018 ......\$4,179.72

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 14, 2018 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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STEPHEN V HOFFMAN, REGISTERED AGENT O/B/O SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC 2426 EAST LAS OLAS BOULEVARD FORT LAUDERDALE, FL 33301

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PROPERTY ID # 494121-AF-0400 (TD # 41383)

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CARLOS R VAZQUEZ 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004

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CITY OF SUNRISE ATTN CITY ATTY'S OFFICE 10770 W OAKLAND PARK BLVD SUNRISE, FL 33351

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SUN POINTE SPRINGS, LLC 9141 SW 73 STREET MIAMI, FL 33173

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SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC 7609 NW 42ND PLACE SUNRISE, FL 33351

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SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC C/O FLORIDA COMMUNITY LAW GROUP, P.L. 1000 EAST HALLANDALE BEACH BLVD., STE B HALLANDALE BEACH, FL 33009

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MICHAEL J. CURRY SR O/B/O ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC 6301 W. SUNRISE BLVD. SUNRISE, FL 33313

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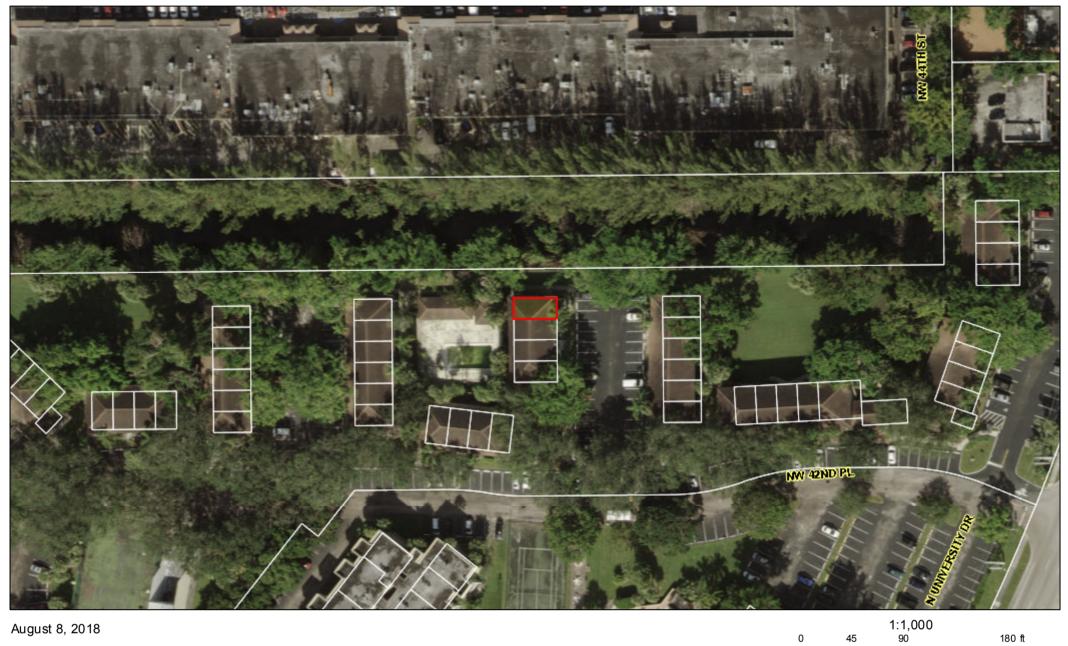
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Adult Signature Received TD 41383 NOVEMBER 2018 WARNING 30 STEPHEN V HOFFMAN, REGISTERED AGENT O/B/O SUNPOINTE SPRINGS CONDOMINIUM 18 Total Posta ASSOCIATION INC. 2426 EAST LAS OLAS BOULEVARD 7018 Sent To FORT LAUDERDALE, FL 33301 Street and A City, State, ZIP+4® PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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7018	Sent To SUNRISE, FL Street and. City, State, ZIP+4*		
	DC Form 2000 April 2015 DON 7500 00 000 0017	Can Bayara for Instructions	



20	U.S. Postal Service <sup>™</sup> CERTIFIED MAIL <sup>®</sup> RECE Domestic Mail Only	EIPT
53	For delivery information, visit our website a	t www.usps.com®.
6044	OFFICIAL Certified Mail Fee	USE
14 0000	S   Extra Services & Fees (check box, add fee as appropriate)   Return Receipt (hardcopy)   S   Return Receipt (electronic)   Certified Mail Restricted Delivery   Certified Mail Restricted Delivery   Adult Signature Required   Certified Mail Restricted Delivery   Cert	Postmark Here
7018 1830	Postage TD 41383 NOVEMBER 2018 WARNING SUN POINTE SPRINGS, LLC 9141 SW 73 STREET	
	City, State, ZIP+4* PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions

U.S. Postal Service™ **CERTIFIED MAIL® RECEIPT** 5367 Domestic Mail Only For delivery information, visit our website at www.usps.com®. 6044 Certified Mail Fee Extra Services & Fees (check box, add fee as appropriate) 0000 Return Receipt (hardcopy) Return Receipt (electronic) Postmark Certified Mail Restricted Delivery \$ Here Adult Si □ Adult S TD 41383 NOVEMBER 2018 WARNING 1830 Postage SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC Total Pos C/O RYESTONE, LLC 1855 GRIFFIN RD STE A-407 7018 Sent To DANIA BEACH, FL 33004 Street and ..... ... ... ... City, State, ZIP+4\* PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

74	U.S. Postal Service <sup>™</sup> CERTIFIED MAIL <sup>®</sup> REC Domestic Mail Only	EIPT
53	For delivery information, visit our website	at www.usps.com®.
6044 0000	Certified Mail Fee  \$ Extra Services & Fees (check box, add fee as appropriate)  Return Receipt (hardcopy)  Return Receipt (electronic)  Certified Mail Restricted Delivery	USE Postmark Here
7018 1830 0	Adult Signature Required   \$	EE.

538	For delivery information, visit our website at www.usps.com®.	
6000 4404	Certified Mail Fee  \$ Extra Services & Fees (check box, add fee as appropriate)  Return Receipt (hardcopy)  Return Receipt (electronic)  Certified Mail Restricted Delivery  Adult Signature Required  Adult Signature Restricted Delivery \$	
7018 1830	TO 41383 NOVEMBER 2018 WARNING SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, IN C/O FLORIDA COMMUNITY LAW GROUP, P.L. 1000 EAST HALLANDALE BEACH BLVD., STE B HALLANDALE BEACH, FL 33009  City, State,	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
1. Article Addressed to:  TD 41383 NOVEMBER 2018 WARNING STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY UNEMPLOYMENT COMPENSATION SERVICES PO DRAWER 5150 TALLAHASSEE, FL 32314-5150	D. S. Anvely address below: Yes If YES, enter delivery address below: No
9590 9402 3236 7196 0367 78	3. Service Type    Adult Signature   Priority Mail Express®   Registered Mail™   Registered Mail™   Registered Mail™   Registered Mail®   Priority Mail Restricted Delivery   Registered Mail®   Priority Mail Restricted Delivery   Registered Mail Restricted Delivery   Registered Mail Restricted Delivery   Registered for Merchandise   Signature Confirmation   Signature Confirmation   Signature Confirmation   Registered Delivery   Registered Delivery   Registered Mail Restricted Delivery

2.	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
TD 41383 NOVEMBER 2018 WARNING SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, IN 7609 NW 42ND PLACE SUNRISE, FL 33351	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
9590 9402 3236 7196 0362 28 7018 1830 0000 4409 537	3. Service Type  □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail® □ Collect on Delivery □ Collect on Delivery □ Iail □ Iail Restricted Delivery □ Ioil Restricted Delivery □ Collect on Delivery Restricted Delivery □ Iail Restricted Delivery □ Collect on Delivery Restricted Delivery □ Registered Mail Restricted Delivery □ Signature Confirmation □ Signature Confirmation □ Signature Confirmation □ Restricted Delivery □ Collect on Delivery
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
TD 41383 NOVEMBER 2018 WARNING MICHAEL J CURRY SR.  O/B/O ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC  6301 W. SUNRISE BLVD.  SUNRISE, FL 33313	D. Is delivery address different from item 1?  Yes If YES, enter delivery address below:  No
9590 9402 3236 7196 0367 09	3. Service Type
7018 1830 0000 4409 532	
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 41383 NOVEMBER 2018 WARNING POWER FENCE INC 350 SE 5TH ST</li> <li>POMPANO BEACH, FL 33060</li> </ul> </li> </ul>	A. Signature  X Poe Mono Addressee  B. Received by (Printed Name), C. Date of Delivery  Vol. Mora LS  D. Is delivery address different from item 1? Yes  If YES, enter delivery address below: No	
9590 9402 3236 7196 0367 92	3. Service Type	
7018 1830 0000 4409 524	Unsured Mall Restricted Delivery   Signature Confirmation™   Signature Confirmation™   Signature Confirmation   Signature Confirmation   Restricted Delivery (over \$500)	
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  X
TD 41383 NOVEMBER 2018 WARNING SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION, INC  C/O FLORIDA COMMUNITY LAW GROUP, P.L. 1000 EAST HALLANDALE BEACH BLVD., STE B HALLANDALE BEACH, FL 33009	D. Is delivery address different from item 1? Ves If YES, enter delivery address below: No
9590 9402 3236 7196 0365 70  2. Article Number (Transfer from service label)	3. Service Type
7018 1830 0000 4409 538	□ Signature Confirmation
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY **SENDER: COMPLETE THIS SECTION** A. Signature ■ Complete items 1, 2, and 3. ☐ Agent ■ Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Requived by (Printed Name) Delivery Attach this card to the back of the mailpiece. or on the front if space permits. 1. Article Addressed to: D. Is delivery address different from item 1? If YES, enter delivery address below: No TD 41383 NOVEMBER 2018 WARNING **EVAN PHILLIPS, REGISTERED AGENT** O/B/O RYESTONE LLC 1855 GRIFFIN RD, SUITE A-407 DANIA BEACH, FL 33004 Priority Mail Express® Registered Mall™ Registered Mail Restricted Delivery Return Receipt for Merchandise Signature Confirmation™ 3. Service Type | Adult Signature | Adult Signature | Adult Signature Restricted Delivery | Certified Mail® | Certified Mail® | Certified Mail Restricted Delivery | Collect on Delivery | Collect on Delivery Restricted Delivery | 9590 9402 3236 7196 0367 61 2. Article Number (Transfer from service label) ☐ Signature Confirmation Mail Restricted Delivery 10) 7018 1830 0000 4409 5275 Restricted Delivery PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
TD 41383 NOVEMBER 2018 WARNING SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATIO C/O RYESTONE, LLC 1855 GRIFFIN ROAD SUITE A-407 DANIA BEACH, FL 33004	D. Is delivery address different from item 1? 12 Yes If YES, enter delivery address below:  Dio N
9590 9402 3236 7196 0367 47	3. Service Type
7018 1830 0000 4409 529	☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation™☐ Signature Confirmation ☐ Signature Confirmation ☐ Restricted Delivery ☐ Signature Confirmation ☐ Restricted Delivery ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 41383 NOVEMBER 2018 WARNING CARLOS R VAZQUEZ</li> <li>1855 GRIFFIN RD STE A-407</li> </ul> </li> </ul>	A. Signature  X
9590 9402 3236 7196 0367 30  2 Added Number (Transfer from service lebel) 7018 1830 0000 4409 530	3. Service Type    Adult Signature   Priority Mail Express®   Registered Mail™   Register
PS Form 3811 July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

PS Form 36 1 1, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X  B. Received by (Printed Name)	Agent Addressee C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1?/ □/Yes If YES, enter delivery address below: □ No	
TD 41383 NOVEMBER 2018 WARNING SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION IN C/O RYESTONE, LLC 1855 GRIFFIN RD STE A-407		
DANIA BEACH, FL 33004		
	3. Service Type  Adult Signature  Adult Signature Restricted Delivery  Certified Mail®	☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery
9590 9402 3236 7196 0362 80	□ Adult Signature     □ Adult Signature Restricted Delivery     □ Certified Mail®     □ Certified Mail Restricted Delivery	☐ Registered Mail™ ☐ Registered Mail Restricted
	□ Adult Signature     □ Adult Signature Restricted Delivery     □ Certified Mail®     □ Certified Mail Restricted Delivery     □ Collect on Delivery     □ Collect on Delivery Restricted Delivery	Registered Mail™     Registered Mail Restricted Delivery     Return Receipt for Merchandise     Signature Confirmation™
9590 9402 3236 7196 0362 80	□ Adult Signature     □ Adult Signature Restricted Delivery     □ Certified Mail®     □ Certified Mail Restricted Delivery     □ Collect on Delivery	☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 41383 NOVEMBER 2018 WARNING RYESTONE, LLC</li> </ul> </li> <li>1000 E HALLANDALE BEACH BLVD. #SUITE B HALLANDALE BEACH, FL 33009</li> </ul>	A. Signature  X. P. C. C. B. Received by (Printed Name)  D. Is delivery address different fro If YES, enter delivery address	
9590 9402 3236 7196 0369 52	3. Service Type  Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail® Collect on Delivery Collect on Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation™
7018 1830 0000 4409 5190 PS Form 3811, July 2015 PSN 7530-02-000-9053	Aail Restricted Defivery   (over \$500)	Signature Confirmation Restricted Delivery  Domestic Return Receipt

Print your name and address on the reverse so that we can return the card to you.	A Signature	☐ Agent
Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name)	C. Date of Delivery
TD 41383 NOVEMBER 2018 WARNING REYSTONE LLC 7621 NW 42 PLACE #121 SUNRISE, FL 33351	Is delivery address different from If YES, enter delivery address b	
9590 9402 3236 7196 0366 93  2 Article Number (Transfer from service label) 7018 1830 0000 4409 5336	Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery n Delivery Restricted Delivery fail (aver \$500)	□ Priority Mail Express® □ Registered Mail™ □ Registered Mail Restricter Delivery □ Return Receipt for Merchandise □ Signature Confirmation™ □ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>TD 41383 NOVEMBER 2018 WARNING FORD MOTOR CREDIT COMPANY LLC FORD MOTOR CREDIT COMPANY LLC POD MOTOR CREDIT COMPANY LLC AMERICAN ROAD RECOVERY P.O. BOX 6508 MESA, AZ 85216</li> </ul>	A. Signature  X Malando
9590 9402 3236 7196 0368 39	3. Service Type
7018 1830 0000 4409 522 PS Form 3811, July 2015 PSN 7530-02-000-9053	(over \$500) Restricted Delivery    (over \$500)    Domestic Return Receipt

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<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul>	A. Signature  Agent  Addressee  B. Received by Printed Name  C. Date of Delivery  D. Is delivery address different from item 1?  Yes  If YES, enter delivery address below:
TD 41383 NOVEMBER 2018 WARNING CITY OF SUNRISE ATTN CITY ATTY'S OFFICE 10770 W OAKLAND PARK BLVD SUNRISE, FL 33351	11 / 25, Gilla Salvay addiso Salvii.
9590 9402 3236 7196 0367 16	3. Service Type
2. Article Number (Transfer from service label) 7018 1830 0000 4409 531	Collect on Delivery Restricted Delivery    Signature Confirmation
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

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TD 41383 NOVEMBER 2018 WARNING RYESTONE LLC 1855 GRIFFIN RD STE A-407 DANIA BEACH, FL 33004	D. Is delivery address different from item 1?  Yes  If YES, enter delivery address below:  Ne
9590 9402 3236 7196 0366 86	3. Service Type
7018 1830 0000 4409 534	Signature Confirmation
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>TD 41383 NOVEMBER 2018 WARNING STEPHEN V HOFFMAN, REGISTERED AGENT O/B/O SUNPOINTE SPRINGS CONDOMINIUM ASSOCIATION INC.</li> <li>2426 EAST LAS OLAS BOULEVARD</li> </ul>	A. Signature  X. Calculation  B. Received by (Printed Name)  C. Date of Delivery  Cheyy  Chey
FORT LAUDERDALE, FL 33301	
9590 9402 3236 7196 0367 54	3. Service Type
2 Article Number (Tre fer from service label)	☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation
7018 1830 0000 4409 528	The state of the s
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  Article Addressed to:  TD 41383 NOVEMBER 2018 WARNING ATLANTIC SOUTHERN PAVING AND SEALCOATINGLIC  6301 W. SUNRISE BOULEVARD	A. Signature  X
SUNRISE, FL 33313	
9590 9402 3236 7196 0369 45	3. Service Type
7018 1830 0000 4409 520	all Restricted Delivery Restricted Delivery (over \$500)
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY A. Signature ■ Complete items 1, 2, and 3. ☐ Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B (Peceived by (Printed Na Date of Delivery Attach this card to the back of the mailpiece, Wan or on the front if space permits. D. Is delivery address different from item 1? If YES, enter delivery address below: □ No TD 41383 NOVEMBER 2018 WARNING ATLANTIC SOUTHERN PAVING AND SEALCOATING LLC CHARLES S. DALE, P.A. **414 N.E. FOURTH STREET** FT. LAUDERDALE, FL 33301 3. Service Type ☐ Priority Mail Express® 3. Service type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Registered Mail™ Registered Mail Restricted Delivery Return Receipt for Merchandise 9590 9402 3236 7196 0369 38 Collect on Delivery Collect on Delivery Restricted Delivery tail tail Restricted Delivery ☐ Signature Confirmation™ O Addition Number (Transfer from any los Johan) ☐ Signature Confirmation Restricted Delivery 7018 1830 0000 4409 5213 Domestic Return Receipt PS Form 3811, July 2015 PSN 7530-02-000-9053