

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:** 08/20/2018

**REPORT EFFECTIVE DATE: 20 YEARS UP TO 08/19/2018 CERTIFICATE # 2015-7296** ACCOUNT # 494126CJ0540 **ALTERNATE KEY # 251805 TAX DEED APPLICATION # 41748** 

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. 107, Building 3 of BROOKFIELD SQUARE CONDOMINIUM, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 8467, Page 600, and all exhibits and amendments thereof. Public Records of Broward County, Florida.

PROPERTY ADDRESS: 2800 NW 56 AVENUE #C-107, LAUDERHILL FL 33313

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

COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 151 N NOB HILL RD #251 PLANTATION, FL 33324 (Matches Property Appraiser records.)

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

Instrument: 114762519

COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 151 N. NOB HILL RD., SUITE 251 PLANTATION, FL 33324 (Per Re-recorded Warranty Deed and Sunbiz. Corrects Deed at 114507595.)

GARY SINGER, ESO., REGISTERED AGENT O/B/O COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 1391 SAWGRASS CORPORATE PARKWAY PLANTATION, FL 33323 (Per Sunbiz)

**MORTGAGE HOLDER OF RECORD:** None found.

### LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

ATCF II FLORIDA-A LLC P.O. BOX 54972 NEW ORLEANS, LA 70154 (Tax Deed Applicant)

SOUTHSTAR FUNDING, LLC OR: 41997, Page: 1616 400 NORTHRIDGE ROAD SUITE 1000 ATLANTA, GA 30350 (Per Mortgage for Prior owner(s). No satisfaction or release found of record.)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501 (Per Mortgage 41997-1616 for Prior owner(s). No satisfaction or release found of record.)

CITY OF LAUDERHILL OR: 33750, Page: 940 CODE ENFORCEMENT BOARD 2000 CITY HALL DRIVE LAUDERHILL, FL 33313 (Per Lien and Lien in 44238-1571.)

OR: 44238, Page: 1571

CITY OF LAUDERHILL CODE ENFORCEMENT UNIT 3800 INVERRARY BLVD. LAUDERHILL, FL 33319 (Per Lien)

BROOKFIELD SQUARE CONDOMINIUM, REGISTERED AGENT O/B/O BROOKFIELD SQUARE CONDOMINIUM ASSOCIATION, INC. 2800 NW 56TH AVE. C-205 LAUDERHILL, FL 33313 (Per Sunbiz. Declaration recorded in 8467-600.)

# **PROPERTY INFORMATION REPORT – CONTINUED**

# PARCEL IDENTIFICATION NUMBER: 4941 26 CJ 0540

**CURRENT ASSESSED VALUE:** \$15,890 **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: 21728, Page: 682

Warranty Deed	OR: 41997, Page: 1614
Warranty Deed	Instrument: 114507595
Limited Liability Company Affidavit	Instrument: 115257049

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	2800 NW 56 AVENUE #C-107, LAUDERHILL FL 33313	ID #	4941 26 CJ 0540
Property Owner	COMMUNITY RENOVATION &	Millage	1912
	DEVELOPMENT GROUP LLC	Use	04
Mailing Address	151 N NOB HILL RD #251 PLANTATION FL 33324		
Abbr Legal Description	BROOKFIELD SQUARE CONDO UNIT 107 BLDG 3		

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

					Proper	ty Assessm	ent \	/alues					
Year	Land		Building / Improvement			Just / Market Value			Assessed / SOH Value		Т	ax	
2018	\$9,680		\$87,120		\$96	\$96,800		Î	\$96,800				
2017	\$4,140		\$3	7,220	)	\$4	,360			\$15,890		\$460	0.00
2016	\$3,880		\$3	4,880	)	\$38	3,760			\$15,570	70 \$438		3.00
		20	18 Exe	empti	ons and	I Taxable Va	lues	by Ta	xing Au	thority			
				Cour	nty	Schoo	ol Bo	ard	M	unicipa		Indep	pendent
Just Valu	Ie			\$96,8	00		\$96,	800		\$96,800			\$96,800
Portabilit	y				0			0		C			0
Assesse	d/SOH			\$96,8	800		\$96,	800		\$96,800			\$96,800
Homeste	ad				0			0		C			
Add. Hor	nestead				0			0	0			0	
Wid/Vet/	Dis				0			0	0 0			0	
Senior	nior				0		0	0		0		0	
Exempt Type		/pe		0 0 0							0		
Taxable				\$96,8	800		\$96,	800		\$96,800			\$96,800
		Sal	es Hist	tory						Land C	alculatio	ns	
Date	Туре	•	Price Book		/Page or Cl	N	F	Price	F	actor		Туре	
12/7/201	17 DRR-	г			1	14762519							
3/13/202	17 WD-0	2 \$	5110,00	00	1	14507595							
5/5/200	6 WD	\$	\$103,000		41997 / 1614								
1/1/199	4 WD		\$24,000 2		2'	1728 / 682							
1/1/198	0 WD		\$36,50	0	F				Adj.	Bldg. S	.F.		878
	I					Units/Beds/Baths				1/2/1			
									Eff./A	ct. Year	Built: 19	80/197	9
					Spe	cial Assess	men	ts					
Fire	Garb	Lig	ght	D	rain	Impr	S	afe	Sto	rm	Clean		Misc
19	1		-										
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### Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

## **CERTIFICATE OF MAILING NOTICES**

### Tax Deed #41748

# STATE OF FLORIDA COUNTY OF BROWARD

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

COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 151 N. NOB HILL RD., SUITE 251 PLANTATION, FL 33324

SOUTHSTAR FUNDING, LLC 400 NORTHRIDGE ROAD SUITE 1000 ATLANTA, GA 30350

BROOKFIELD SQUARE CONDOMINIUM ASSOCIATION, INC 2800 NW 56 AVE #C-205 LAUDERHILL, FL 33313

COMMUNITY RENOVATION AND DEVELOPMENT LLC C/O RONI OZ 2800 NW 56 AVE #C-107 LAUDERHILL, FL 33313 CITY OF LAUDERHILL, CODE ENFORCEMENT BOARD 2000 CITY HALL DRIVE LAUDERHILL, FL 33313

BROOKFIELD SQUARE CONDOMINIUM, REGISTERED AGENT O/B/O BROOKFIELD SQUARE CONDOMINIUM ASSOCIATION, INC. 2800 NW 56TH AVE. C-205 LAUDERHILL, FL 33313 C T CORPORATION SYSTEM C/O HSBC MORTGAGE SERVICES 1421 W SHURE DR STE 100 ARLINGTON HEIGHTS, IL 60004 ERNELUS DENIZAT 4701 NW 3RD ST PLANTATION, FL 33317-2715 CITY OF LAUDERHILL, CODE ENFORCEMENT UNIT 3800 INVERRARY BLVD. LAUDERHILL, FL 33319

GARY SINGER, ESQ., REGISTERED AGENT O/B/O COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 1391 SAWGRASS CORPORATE PARKWAY PLANTATION, FL 33323 CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313

ERNELUS DENIZAT 2730 SUMMERSET DR #V107 LAUDERDALE LAKES, FL 33311 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, 2026, MI 48501

BROOKFIELD SQUARE CONDO ASSN INC 2800 NW 56 AVE LAUDERHILL, FL 33313

COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 2800 NW 56 AVE # C-107 LAUDERHILL, FL 33313

HSBC MORTGAGE SERVICES ATTN: CML CUSTOMER RESOLUTION DEPARTMENT 1421 W SHURE DR STE 100 ARLINGTON HEIGHTS, IL 60004

## 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 WATER & WASTEWATER** 

2555 W. COPANS RD

POMPANO BEACH, FL 33069

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

PUBLIC WORKS DEPT REAL PROPERTY GOVERNMENTAL CENTER, RM 326, 115 S. ANDREWS AVE FT. LAUDERDALE, FL 33301 BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION; RIGHT OF WAY SECTION ONE N. UNIVERSITY DR., STE 300 B PLANTATION, FL 33324

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 3rd day of December 2018 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry

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

By\_\_\_\_\_\_ Deputy **Juliette M. Aikman** 

# **Broward County, Florida**

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

# NOTICE OF APPLICATION FOR TAX DEED NUMBER 41748

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:	494126-CJ-0540
Certificate Number:	7296
Date of Issuance:	05/26/2016
Certificate Holder:	ATCF II FLORIDA-A LLC
Description of Property:	BROOKFIELD SQUARE CONDO UNIT 107 BLDG 3

A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDIMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 8467, PAGE 600, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FL.

Name in which assessed: COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC Legal Titleholders: COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 151 N NOB HILL RD #251 PLANTATION, FL 33324

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

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

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

Dated this 13th day of December , 2018 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Dana F. Buker Deputy

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

 Publish:
 DAILY BUSINESS REVIEW

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

 Minimum Bid:
 2492.50

401-314

### BROWARD DAILY BUSINESS REVIEW

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

#### STATE OF FLORIDA COUNTY OF BROWARD:

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

#### 41748

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 7296

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

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

#### Affiant further says that the said Broward Daily Business

Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither pald 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 newspager.

(SEAL)

BARBARA JEAN COOPER personally known to me



#### Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 41748

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: 494126-CJ-0540

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	i
Certificate Number: 7296	ŀ
Date of Issuance: 05/26/2016	1
Certificate Holder:	ŀ.
ATCF II FLORIDA-A LLC	Ľ
Description of Property:	
BROOKFIELD SQUARE CONDO	Ľ
UNIT 107 BLDG 3	Ľ
A CONDOMINIUM, ACCORD-	l.
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	1
CONDIMINIUM THEREOF, AS	ł.
RECORDED IN OFFICIAL RECORDS	
BOOK 8467, PAGE 600, AND ALL	1
EXHIBITS AND AMENDMENTS	
THEREOF, PUBLIC RECORDS	1
OF BROWARD COUNTY, FL:	L
Name in which assessed:	
COMMUNITY RENOVATION &	ļ
DEVELOPMENT GROUP LLC	1
Legal Titleholders:	l
COMMUNITY RENOVATION &	
DEVELOPMENT GROUP LLC	
• 151 N NOB HILL RD #251	ŀ
PLANTATION, FL 33324	
All of said property being in the	Ŀ
County of Broward, State of Florida.	
Unless such certificate shall be	İ.
redeemed according to law the	
property described in such certificate	]
will be sold to the highest bidder on	1.
the 16th day of January, 2019. Pre-	ľ
bidding shall open at 9:00 AM EDT,	ľ.
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sale shall commence at 10:00 AM	1
EDT and shall begin closing at	r
11:01 AM EDT at:	i -
broward.deedauction.net	
*Pre-registration is required to	Į
bld.	
i Dated this 13th day of December,	
2018.	
Bertha Henry	
County Administrator	
RECORDS, TAXES, AND	
THEASURY DIVISION	
THE REPORT OF THE PARTY OF THE	L



(Seal)	
j By: Dana F. Buker	٠
Deputy	
This Tax Deed is Subject to	
Existing Public Purpose Utility	
Government Easements. The succes	
bidder is responsible to pay	any
<ul> <li>joutstanding taxes.</li> </ul>	
Minimum Bid: * * 2492.50	•
(401-314	
12/13-20-27 1/3 18-104/00003604	56B
1	

Instr# 114507595 , Page 1 of 2, Recorded 07/18/2017 at 01:18 PM Broward County Commission Deed Doc Stamps: \$770.00

> Prepared by and return to: Andrew H. Dinnerstein Law Firm of Gary M. Singer, P.A. 1391 Sawgrass Corporate Pkwy Sunrise, FL 33323 954-851-1448 File Number: 1003-484

> > [Space Above This Line For Recording Data]

# Warranty Deed

This Warranty Deed made this 13th day of March, 2017 between Ernelus Denizat, a single man, whose post office address is 2800 NW 56 Avenue #C107, Lauderhill, FL 33313, grantor, and Community Renovation & Development Group LLC whose post office address is 151 N. Nob Hill Rd., Suite 251, Plantation, FL 33324, grantee:

(Whenever used heroin 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. 107, Building 3 of BROOKFIELD SQUARE CONDOMINIUM, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 8467, Page 600, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

Parcel Identification Number: 4941 26 CJ 0540

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, 2016.

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: Witness Name:

Ernelus Denizat (Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 13th day of March, 2017 by Ernelus Denizat, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public Printed Name:

(A



My Commission Expires:

94-057798 T#001 02-07-94 10156AM

1 32

\$ 168.00 DOCU. STAMPS-DEED

RECVD. BROWARD CTY B. JACK OSTERHOLT COUNTY ADMIN.

#### WARRANTY DEED

Construction of the second 
THIS INDENTURE, made this 26th day of January 1994, by ARNOLD SILBERMAN AND IRMA SILBERMAN, HIS WIFE, of the County of BROWARD, State of Florida, whose Post Office address is 2491 N  $\pm 594$ State of Florida, Whose Post Office address is 2491 N  $\pm 594$ REMY NOEL AND ADNIDE NOEL, HIS WIFE, of the first part, to REMY NOEL AND ADNIDE NOEL, HIS WIFE, of the County of BROWARD, State of Florida, whose Social Security #'s are and whose Post Office address is 2800 N.W. 56th AVENUE #C107, LAUDERHILL, FL 33313, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$10.00 in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, and being in the County of BROWARD, State of Florida, to-wit:

CONDOMINIUM UNIT NO. 107, BUILDING 3, BROOKFIELD SQUARE, according to the Declaration of Condominium thereof as recorded in Official Records Book 8467, Page 600 and rerecorded in Official Records Book 8557, Page 493, and Certificate of Amendment thereto recorded in Official Records Book 8557, Page 487, allk of the Public Records of Broward County, Florida, together with an undivided interest in the common elements of said Condominium.

Subject to restrictions, reservations, easements and limitations of record, if any, and taxes for the current year and subsequent years. TAX FOLIO# <u>9126-CJ-0540</u>

The grantors hereby warrant that the property described herein was acquired by them during their marriage and that they have remained married without interruption through the date of this conveyance.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of the undersigned witnesses (print name below line):

1.7 2

anine name: Mining KBROWN litnes. ilos KF K 11 Council

Witness-print name: Dinge Council LaDy Routh' Witness-print name: SALLY PERDIT! State of COLORADO

County of EL PASO

ARNOLD SILBERMAN

TRMA STLBERMAN

Print names J CAN ette

THE R. C. WILLIAM STREET

Newman

(21728P6068

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared ARNOLD SILBERMAN known to me or who has produced  $\frac{dL}{dL} = \frac{dL}{dL} \frac{dL}{dL} \frac{dL}{dL}$  (type of identification) as identification and who did take an oath and executed the foregoing instrument and acknowledged before me that he executed the same.

Witness, my hand and official seal this \_\_\_\_\_\_day of JANUARY, 1994.

NOWARY

My Commission Sxpires: 12 - 4-97

V Prepared by & return to: Diane Council All County Title Company 1761 West Hillsboro Blvd., Suite 207 Deerfield Beach, Florida 33442 File # 93-907

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WHALL COUNTY TITLE COMPANY 1781 W. HILLSBORD ELVD. **SUITE 207** DEERFIELD BEACH, FL 33442

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by

#### IRMA SILBERMAN

who is/are personally known to me or who has produced Anness Reens as identification and who acknowledged before me that he/she/they executed the foregoing instrument and who did/did not take an oath. leense

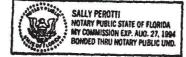
WITNESS my hand and official seal in the County and State last aforesaid this <u>26th</u> day of <u>January</u>, 19<u>94</u>.

PUBLIC,// NOTARY STATE FLORIDA EROTT SAL Print Name:

BK21728PG0683

My commission expires: 8-27-94

(seal)



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	CERTIFICATE OF APPROVAL AND STATEMENT OF ASSESSMENT	
2	AND WAIVER OF RIGHTS OF FIRST REFUSAL	
~	THIS IS TO CERTIFY THAT <u>REMY NOEL</u> HAS/HAVE BEEN APPROVED BY <u>AROOKFIELD 50. CONDO MSSOC., INC.</u> , A FLORIDA CORPORATION NOT FOR PROFIT, AS THE PURCHASERS OF THE FOLLOWING DESCRIBED REAL PROPERTY IN <u>BROWARD</u> COUNTY, FLORIDA:	35 25
NA	SUCH APPROVAL HAS BEEN GIVEN PURSUANT TO THE PROVISIONS OF THE DECLARATION OF DOCUMENTS AND ALL EXHIBITS ATTACHED TO THE DECLARATION OF DOCUMENTS AND ANY AMENDMENTS THERETO, IF ANY. DATED THIS DAY OF DECEMBER 19 93. ATTEST: DECEMBER 19 93. ATTEST: DECEMBER (SEAL) BY DECEMBER (SEAL) PRESIDENT (SEAL) STATE OF FLORIDA ) COUNTY OF BROWARD) The foregoing instrument was acknowledged before me this day of , Secretary, respectively of, President and, a Florida not for profit corporation, on behalf of the corporation. is personally known to me or has produced as	R.
	identification and did not take an oath.	2
	Notary Signature (SEAL)	1728
	Typed, Printed or Stamped Name of Notary Commission Number	8 PG 0
	In reference to: Condominium Unit No. <u>C -107</u> of Brookfield Square Condominium, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 8467 at Page 600 of the Public Records of Broward County, Florida.	1890
	At the request of the present owner, the undersigned officers of Brookfield Square Condominium Association., Inc. operating the above described condominium, hereby certify as follows: 1. That $REMY$ NOEL , as lessers), has been duly	
	approved by the undersigned Condominium Association, pursuant to the provisions of the above-described Declaration of Condominium and Association waives its right of first refusal. 2. Current assessments owing for this unit are \$ NONE (If none are	24
1	owing, insert the word "none".) 3. That all assessments against the parcel for common expenses are fully paid as of this date and that the next payment is due on the <u>151</u> day of <u>1 Man 7ft</u> , 19 44, in the amount of \$ 10 411, for a period of <u>1 Man 7ft</u> , 19 44, in the amount of \$ 19 44, for a period of <u>1 Man 7ft</u> , 10 44, 19 44, in the amount of \$ 19 44, for a period of <u>1 Man 7ft</u> , 10 44, 10	ER
	5. Pending litigation. 6. Recreation lease, management payments, etc. WowE Dated this 14th day of DECEMBER, 1993 RECORDED IN THE OFFICIAL RECORDS BOOK QE BROWARD COUNTY, FLORIDA	
	COUNTY ADMINISTRATOR	
A being a mark	HILLSBORD ELVD. By:	35 2
DEERFIE	SUITE 207 ELD BEACH, FL 33442 Attest: March Romanue	
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Department of State / Division of Corporations / Search Records / Detail By Document Number /

# **Detail by Entity Name**

Florida Limited Liability Company COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC

**Filing Information** 

<u>I mig mornation</u>	
Document Number	L15000003048
FEI/EIN Number	47-3130444
Date Filed	01/07/2015
Effective Date	01/01/2015
State	FL
Status	ACTIVE
Principal Address	
151 N Nob Hill Rd	
SUITE 251	
PLANTATION, FL 33324	
Ob an made 02/20/2010	
Changed: 03/29/2016	
Mailing Address	
151 N Nob Hill Rd	
SUITE 251	
PLANTATION, FL 33324	
Changed: 03/29/2016	
Registered Agent Name & A	Address
SINGER, GARY, ESQ	
1391 SAWGRASS CORPO	ORATE PARKWAY
PLANTATION, FL 33323	
Authorized Person(s) Detai	l
Name & Address	
Title MGMR	
Oz, Roni	
151 N Nob Hill Rd	
#251	

#251 Plantation, FL 33324

Annual Reports

Report Year Filed Date

## Detail by Entity Name

2016	03/29/2016
2017	04/27/2017
2018	04/23/2018

# **Document Images**

04/23/2018 ANNUAL REPORT	View image in PDF format
04/27/2017 ANNUAL REPORT	View image in PDF format
03/29/2016 ANNUAL REPORT	View image in PDF format
01/07/2015 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 BROOKFIELD SQUARE CONDOMINIUM ASSOCIATION, INC.

**Filing Information** 

<u>Filing information</u>				
Document Number	748132			
FEI/EIN Number	59-1971574			
Date Filed	07/19/1979			
State	FL			
Status	ACTIVE			
Last Event	CANCEL ADM DISS/REV			
Event Date Filed	12/04/2009			
Event Effective Date	NONE			
Principal Address				
2800 N.W. 56TH AVE.				
C-205				
LAUDERHILL, FL 33313				
Changed: 02/12/2002				
Changed: 03/12/2002				
Mailing Address				
2800 NW 56th Ave C-205				
C-205 LAUDERHILL, FL 33313				
LAUDEINHEE, I E 55515				
Changed: 08/13/2013				
Registered Agent Name & A	<u>Address</u>			
BROOKFIELD SQUARE C	ONDOMINIUM			
2800 NW 56th AVe.				
C-205				
LAUDERHILL, FL 33313				
Name Changed: 08/13/201	3			
Address Changed: 08/13/2	013			
Officer/Director Detail				
Name & Address				

Title PD

RHODEN, NORMA 2800 NW 56th Ave C-205 LAUDERHILL, FL 33313

Title VP

FALCONER, LISSA 2800 NW 56th Ave C-205 LAUDERHILL, FL 33313

Title Director

Wiggan, Junior 2800 NW 56th Ave C-205 LAUDERHILL, FL 33313

**Title Secretary** 

Douglas, Kereen 2800 N.W. 56TH AVE. C-205 LAUDERHILL, FL 33313

Title Treasurer

Monestime, Deana 2800 N.W. 56TH AVE. C-205 LAUDERHILL, FL 33313

# Annual Reports

Report Year	Filed Date
2016	04/14/2016
2017	03/27/2017
2018	04/04/2018

## **Document Images**

04/04/2018 ANNUAL REPORT	View image in PDF format
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04/14/2016 ANNUAL REPORT	View image in PDF format
04/20/2015 ANNUAL REPORT	View image in PDF format
03/31/2014 ANNUAL REPORT	View image in PDF format
08/13/2013 AMENDED ANNUAL REPORT	View image in PDF format
02/20/2013 ANNUAL REPORT	View image in PDF format
02/21/2012 ANNUAL REPORT	View image in PDF format
04/24/2011 ANNUAL REPORT	View image in PDF format
05/04/2010 ANNUAL REPORT	View image in PDF format
12/04/2009 REINSTATEMENT	View image in PDF format

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01/08/2009 Amendment	View image in PDF format
<u>09/05/2008 Reg. Agent Change</u>	View image in PDF format
03/28/2008 ANNUAL REPORT	View image in PDF format
01/07/2008 Off/Dir Resignation	View image in PDF format
10/15/2007 Reg. Agent Change	View image in PDF format
09/24/2007 Amendment	View image in PDF format
02/26/2007 ANNUAL REPORT	View image in PDF format
03/07/2006 REINSTATEMENT	View image in PDF format
02/18/2004 ANNUAL REPORT	View image in PDF format
04/07/2003 ANNUAL REPORT	View image in PDF format
03/12/2002 ANNUAL REPORT	View image in PDF format
09/26/2001 REINSTATEMENT	View image in PDF format
03/08/1999 ANNUAL REPORT	View image in PDF format
03/19/1998 ANNUAL REPORT	View image in PDF format
02/12/1997 ANNUAL REPORT	View image in PDF format
09/27/1996 ANNUAL REPORT	View image in PDF format
05/01/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

CFN # 106059600, OR BK 41997 Page 1614, Page 1 of 2, Recorded 05/10/2006 at 04:04 PM, Broward County Commission, Doc. D \$721.00 Deputy Clerk 2160

Prepared by and return to: Adenet Medacier

Medacier Law Offices, LLC. 7771 West Oakland Park Blvd Suite 223 Sunrise, FL 33351 954-358-3600 File Number: Denizat, Ernelu Will Call No.:

[Space Above This Line For Recording Data]

# Warranty Deed

This Warranty Deed made this 5th day of May, 2006 between Remy Noel and Adnide J Noel, husband and wife whose post office address is , grantor, and Ernelus Denizat whose post office address is , grantee:

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

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

Condominium Unit No. 107, Building 3, Brookfield Square, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8467, Page 600, and rerecorded in Official Records Book 8557, Page 493, and Certificate of Amendment thereto recorded in Official Records Book 8557, Page 487, allk of the Public Records of Broward County, Florida.

Parcel Identification Number: 494126CJ0540

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:

ame MEDACIEX ame:

Kit (Seal)

Admide J Noel

Witness Name:

Witness Name:

State of Florida County of Broward

[Notary Seal]

10.0 Notary Public

NOTARY PUBLIC-STATE OF FLORIDA Adenet Medacierinted Name: Commission # DD425439 Expires: JUNE 20, 2009 Commission Expires: Bonded Thru Atlantic Bonding Co., Inc.

Warranty Deed - Page 2

DoubleTime\*

CFN # 106059601, OR BK 41997 Page 1616, Page 1 of 24, Recorded 05/10/2006 at 04:04 PM, Broward County Commission, Doc M: \$360.50 Int. Tax \$206.00 Deputy Clerk 2160

, **-**

Return To:

SouthStar Funding, LLC 400 Northridge Road, Suite 1000, Atlanta, GEORGIA 30350

This document was prepared by:

Teresa Logsdon , FLORIDA

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 May 05, 2006 together with all Riders to this document.
(B) "Borrower" is Ernelus Denizat, a single man

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

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

Form 3010 1/01

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VMP MORTGAGE FORMS - (800)521-7291

Initials

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Lender is a Limited Liability Company organized and existing under the laws of DELAWARE Lender's address is 400 Northridge Road Suite 1000 Atlanta, GEORGIA 30350	
(E) "Note" means the promissory note signed by Borrower and dated May 05, 2006 The Note states that Borrower owes Lender One Hundred Three Thousand and 00/100	Dollars

(U.S. \$ 103,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2036

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

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

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

X Adjustable Rate Rider	Condominium Rider	Second Home Rider
Balloon Rider	Planned Unit Development Rider	r 🛄 1-4 Family Rider
VA Rider	Biweekly Payment Rider	LX Other(s) [specify]
		pre payment penalty rider

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

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

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

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

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

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

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



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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A

Parcel ID Number: 2800 NW 56th Avenue apt C-107 Lauderhill ("Property Address"): which currently has the address of [Street] [City], Florida 33313-2312 [Zip Code]

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

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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. Lender may accept any payment 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.

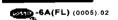
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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 mortgage 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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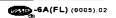
6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender 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 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 for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated 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's required to Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender's require

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,

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

(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

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

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

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

number of 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.

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.

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 operate to release the hability of Borrower 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

 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 by reducing the 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.

Law, such conflict shall not affect other provisions of this security instrument of the trace time and given effect without the conflicting provision. As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

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



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purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, 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 satisfy the notice and opportunity to take corrective action 20.

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



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

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

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

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

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

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

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



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

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SABINE PROVENCE

(Seal) Ernelus Denizat -Borrower

2730 Summerset Drive **# V107**, Lauderdale Lakes, FLORIDA (Address)

Medacler Adenet

(Address)

\_ (Seal) -Borrower

(Seal)	(Seal)
-Borrower	-Borrower
(Address)	(Address)
(Seal) -Borrower	(Seal)
(Address)	(Address)
(Seal)	(Seal)
-Borrower	-Borrower
(Address)	(Address)

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The foregoing instrument was acknowledged before me this May 5, 2006 by elus Denizat STATE OF FLORIDA, Ernelus Denizat

who is personally known to me or who has produced his fold as identification. NOTARY PUBLIC-STATE OF FLORIDA Adenet Medacier Commission # DD425439 Notary Public Commission # DD425439 Notary Public Expires: JUNE 20, 2009 Bonded Thru Atlantic Bonding Co., Inc.



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### **EXHIBIT "A"** LEGAL DESCRIPTION

Condominium Unit No. 107, Building 3, Brookfield Square, according to the Declaration of Condominium thereof, as recorded in Official Records Book 8467, Page 600, and rerecorded in Official Records Book 8557, Page 493, and Certificate of Amendment thereto recorded in Official Records Book 8557, Page 487, all of the Public Records of Broward County, Florida. CFN # 106059601, OR BK 41997 PG 1633, Page 18 of 24

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 5th day of May, 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 SouthStar Funding, LLC

(the

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

2800 NW 56th Avenue apt C-107, Lauderhill, FLORIDA 33313-2312 [Property Address]

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

Brookfield Square 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

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mae UNIPO

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

	-Borrower	Bengles Den Ernelus Denizat
(Seal) -Borrower	(Seal) -Borrower	
(Seal) -Borrower	(Seal) -Borrower	
(Seal) -Borrower	-Borrower	
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 $\mathbf{PG}$ 1636, Page 21 of 24 CFN # 106059601, OR BK 41997

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#### ADJUSTABLE RATE RIDER (LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 5th day of May, 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 SouthStar Funding, LLC

("Lender") of the same date and covering the property described in the Security Instrument and located at: 2800 NW 56th Avenue apt C-107, Lauderhill, FLORIDA 33313-2312

#### [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 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 06/1/2008

and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -Single Family-Fannie Mae Uniform Instrument

838R (0006) Form 3138 1/01 Page 1 of 4 Initials:



9.475%. The Note provides for

#### (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 The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Datc 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 Seven and 475/1000's percentage points

7.475 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 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

(D) Limits on interest rate Changes The interest rate I am required to pay at the first Change Date will not be greater than 12.475% or less than 9.475%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage points

1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.475 %.

#### (E) Effective Date of Changes

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

(F) Notice of Changes

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

My interest rate will never be less than the initial rate.

-838R (0006)

Page 2 of 4

Initials: EL

Form 3138 1/01

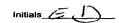
**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER** Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transer 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 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 form 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.

838R / 99838R(200406.Rev()) 838R.uff Page 3 of 4



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-Borrower	-Borrower	<u>Render</u> Ernelus Denizat
	(Seal) -Borrower	
(Seal) -Borrower	(Seal) -Borrower	
(Seal) -Borrower	(Seal) -Borrower	
Form 3138 1/01	Page 4 of 4	838R (0006)

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

Instr# 114762519 , Page 1 of 3, Recorded 12/07/2017 at 11:27 AM Broward County Commission Deed Doc Stamps: \$0.00

> Recorded Electronically ID\_114507595\_\_\_BK\_N/A\_\_\_\_PG\_N/A\_\_\_ County\_BROWARD

Date 07/18/2017 Time 01:18PM eRcording Partners Network

Prepared by and return to: Andrew H. Dinnerstein Law Firm of Gary M. Singer, P.A. 1391 Sawgrass Corporate Pkwy Sunrise, FL 33323 954-851-1448 File Number: 1003-484

This Warranty Deed is being re-recorded to add the Certificate of Approval all docs stamps have been paid

[Space Above This Line For Recording Data]

### Warranty Deed

This Warranty Deed made this 13th day of March, 2017 between Ernelus Denizat, a single man, whose post office address is 2800 NW 56 Avenue #C107, Lauderhill, FL 33313, grantor, and Community Renovation & Development Group LLC whose post office address is 151 N. Nob Hill Rd., Suite 251, Plantation, FL 33324, 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. 107, Building 3 of BROOKFIELD SQUARE CONDOMINIUM, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 8467, Page 600, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

Parcel Identification Number: 4941 26 CJ 0540

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 fec 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, 2016**.

DoubleTime®

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: Witness Name:

Ernelus Denizat \_ \_(Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 13th day of March, 2017 by Ernelus Denizat, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

DIANA CHAVEZ MY COMMISSION # GG 045549 EXPIRES: November 7, 2020 Bonded Thru Notary Public Underwrite

My Commission Expires:

Notary Public Printed Name:

Warranty Deed - Page 2

#### DoubleTime®

Brookfield Square Condo Association, Inc.	
2800 NW 56 <sup>th</sup> Avenue, Suite C-205 Lauderhill, FL 33313	•
Ph: 954-714-0010/ Fax: 954-714-1104	
BROOKFIELD E-mail: brookcon@bellsouth.net	
CERTIFICATE OF APPROVAL. STATEMENT OF ASSESSMENT	
<u>AND.</u> WAIVER OF RIGHTS OF FIRST REFUSAL	•
This is to certify that Ron, Da Community Renovation and Deve	elopment LLC
(has/have been approved by Brookfield Square Condominium Association, Inc., a Florida not-fo	<b>T-</b>
profit corporation, as the purchasers of the following described real property in building	_3
Such approval has been given pursuant to the provisions of the Declaration of Documents ar all exhibits attached to the Declaration of Documents and any amendments thereto, if any.	rd ·
11 TH North 17	
Dated this day of day of 20_(	
Attest: 'Secretary President.	
	-
(SEAL)	
Reference To: Condominium unit no. $\underline{C-107}$ of Brockfield Square Condominium,	, a
condominium, according to the Declaration of Condominium thereof, recorded in official record	u Is
book 8467 at page 600 of the public records of Broward County, Florida.	
At the request of the present owner, the undersigned officers of Brookfield Square Condominium Association, inc., operating the phone described condominium because controls on fully one of the phone described condominium because the second statement of the phone described condominium because the second statement of the phone described condominium because the second statement of the phone described condominium because the second statement of the phone described condominium because the second statement of the phone described condominium because the second statement of the secon	n
Association, Inc., operating the above described condominium, hereby certify as follows: 1. That <u>is a purchase</u> (s)	<b>.</b>
has been duly approved by the undersigned condominium association, pursuant to the provisions of the above-described Declaration of Condominium and the association	
waives its right of first refusal.	
2. Current assessments owing for this unit are \$ 5548 (if non are owing insert the word "none").	
3. That all assessments against the parcel for common expenses are fully paid as of this date and that the next payment is due on the day of, 20/7_, in	5
tor the period fibule (, 201) the	<b>N</b>
4. Special Assessments anticipated ( 1 Mar	
5. Pending litigation. [1] Yes [] No	
Dated this 14th day of March 2017	

rage 3 of 3, End of Document

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Brookfield Square Condominium Association inc.

flein By: \_\_\_\_ Attest: d

h December 4, 200

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CFN # 102239162, OR BK 33750 Page 940, Page 1 of 2, Recorded 60, 57, 11:37 AM, Broward County Commission, Deputy Clerk 2000

> FINAL ORDER IMPOSING FINE/CLAIM OF LIEN CODE ENFORCEMENT BOARD CITY OF LAUDERHILL, FLORIDA

CE 02 05 9011 A, B

### CITY OF LAUDERHILL

Petitioner, VS. Brockfield Source Co

Brookfield Square Condo Assn., Inc. 2800 NW 56 Avenue Lauderhill, Fl 33313 Respondent (s),

The Code Enforcement Board ("Board"), having heard testimony at the Hearing held on the <u>6th</u> day of June, 2002, and based on the evidence, the Board, pursuant to a unanimous vote, hereby enters the following:

<ul> <li>FINDINGS OF FACT: In violation</li> <li>A) Repair fence at front south side and remove barbed wire.</li> </ul>	CONCLUSIONS OF LAW: That the following violations of the City Code have occurred A) LDR Art III, Sec.5.18.17	NONCOMPLIANCE: In compliance with the Order Imposing Fine Claim of Lien dated June 6, 2002, the Respondent was previously ordered by the Board to correct the violations by: A) June 14, 2002	orders that, based upon the failure to comply, a fine in the
B) Sod swale area in front of complex.	B) LDR Sch.J, Sec. 33 (e)(1)	B) June 14, 2002	B) <u>\$100.00</u>

### PROPERTY ADDRESS IN VIOLATION: 2800 NW 56th Avenue

### LEGAL DESCRIPTION: Calcutta First Add 80-27 B Tr A,E 125 of N 129 of S 959.30 Folio #49 41 26 21 0014

Florida Statutes, Section 162.06(4) Violation: The Board (does/does not) find that this violation is a serious threat to the public health, safety and welfare, or is irreparable or irreversible in nature. If this is such a violation, the City shall be entitled to recover the costs of all repairs necessary to correct any violations of Fla. Stat., 162.06 (4).

The fines shall continue to accrue daily with interest until payment is received in full by the City. These fines are being imposed pursuant to Florida Statutes, Sections 162.06 and 162.09 and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent. The City shall also be entitled to an administrative fee in the amount of \$85.00 which covers the costs of the prosecution and recording in relation to this violation.

If the Respondent again repeats the same violation, the Respondent will then be considered a repeat violator of this Code Section pursuant to Florida Statutes, Section 162.06. As a repeat violator, the Respondent may be fined up to \$500.00 per day, as determined by the Board.

If the Respondent again repeats the same violation, the Respondent will then be considered a repeat violator of this Code Section pursuant to Florida Statutes, Section 162.06. As a repeat violator, the Respondent may be fined up to \$500.00 per day, as determined by the Board.

**COMPLIANCE/RELEASE OF LIEN:** Once the Respondent corrects the above violation, the Respondent should contact the City Code Enforcement Department in order to obtain a Notice of Compliance. Once a Notice of Compliance is obtained and once all past due fines, interest and administrative fees are paid, a Release of Lien can be obtained.

**APPEAL:** If Respondent wishes to appeal the decision of the Board, Respondent may do so by filing an action in the Broward County Circuit Court within thirty (30) days of the date of the Order.

DONE AND ORDERED this  $3^{1}$  day of Queue, 2002.

WITNESSES:

Witness #1 (sign above)

(print name here)

(print name her

Annold Seldin

Chairperson, Code Enforcement Board City of Lauderhill, 2000 City Hall Drive Lauderhill, Florida 33313

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared <u>ARNOLD SELDIN</u>, chairperson of the Code Enforcement Board, known to me to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same, and who did (did not) take on Oath. WITNESS my hand and official seal in the County and State as aforesaid this <u> $2^{1/5}$ </u> day of <u> $2^{1/5}$ </u> day of <u> $2^{1/5}$ </u> day of <u> $2^{1/5}$ </u>.

NOTARY PUBLIC, State afficilorida Mariam Salama Commission # DD 012647 Print Name: My Commission Expires: My Commission Expires: My Commission Expires:

Final Order

City of Lauderhill, Code Enforcement, 2000 City Drive, Lauderhill, Fl 33313

CFN # 107168474, OR BK 44238 Page 1571, Page 1 of 2, Recorded 06/25/2007 at 04:27 PM, Broward County Commission, Deputy Clerk 1923

finalorderdocument

Page 1 of 3



3

Code Enforcement Unit 3800 Inverrary Blvd. Lauderhill, FL 33319 Office: 954-730-3070 Fax: 954-730-3086

### FINAL ORDER IMPOSING FINE/CLAIM CE# OF LIEN

06050188

CITY OF LAUDERHILL Petitioner

- -----

VS.

BROOKFIELD SQUARE CDO ASSN INC Respondent(s)

The Code Enforcement ("Board"), having heard testimony at the Hearing held on the 17th day of August, 2006 and based on the evidence, the Board, pursuant to a vote, enters the following:

FINDINGS OF FACT: In violation for

Th Cit Re		CONCLUSIONS OF LAW: That the following violations of the City Code/Land Development Regulations have occurred	NONCOMPLIANCE: In compliance with the Order Imposing Fine Claim of Lien dated 8/21/2006 the Respondent was previously ordered by the Board to correct the violations by:	ORDER/NOTICE: The Board hereby order that, based upon the failure to comply, a fine is hereby levied for the following amount, commencing on the following date	
Land Development Regulation - ART III	Section 5.18.17:	Repair/remove/replace damaged fence	9/7/2006	9/7/2006	35.00
Land Development Regulation - ART III	Section 6.5.2.D:	Repair broken curbing	9/7/2006	9/7/2006	35.00
Land Development Regulation - ART III	Section 6.5.2.D:	Repair/Replace broken parking bumpers	9/7/2006	9/7/2006	35.00
Land Development Regulation - ART III	Section 6.5.2.D:	Re-stripe parking area.	9/7/2006	9/7/2006	35.0
Land Development Regulation - ART III	Section 6.5.2.D:	Parking area must be kept in a smooth, well-graded condition. Overgrown trees/Shrubs need	9/7/2006	9/7/2006	35.0
Code of Ordinance - Chapter10	Section 10-15 (c):	trimming. Trees over roadway must allow 14 ft. vertical clearance for traffic. Trees and shrubs may not			
Code of Ordinance -	Section 10-15	obstruct sidewalk. Remove Trash and debris from			
Chapter10 _and Development	<b>(e)</b> :	property Specific sign requirement violation	8/24/2006	8/24/2006	45.0
Regulation - SCH I	Section 8.0:	described below	9/7/2006	9/7/2006	35.0
Regulation - SCH J	Section 1.2.3.A:	Sod/landscape lawn/landscape area to be free of bare/deteriorated areas		9/7/2006	35.0
Land Development Regulation - SCH M	Section 1.4(C):	Screens shall be free of rips, tears, holes and openings. Roofs/gutters and drip metal must be	9/7/2006	9/7/2006	35.0
Land Development Regulation - SCH Q	Section 1.C:	free of faded/chipped paint, discolorations and scaling. Must present a uniform appearance. Any missing tiles/shingles must be	9/7/2006	9/7/2006	35.0
and Development	Section 1.G:	replaced with matching color. Paved areas must be free of	9/7/2006	0/7/2006	25.0
Regulation - SCH Q	0000001110	cracks/ruts/potholes	9///2006	9/7/2006	35.0

 $http://inkforce.lauderhilldees.net/inkforce/finalorderdocument.aspx?fine_document_id = 1419 \ \ 5/14/2007 \ \ fine_document_id = 1419 \ \ fine_document_id$ 

1. No book (Elektric talk Ministration containing Million care property (Containing Containing C

finalorderdocument

PROPERTY IN VIOLATION

Y

Date Type	5/14/2007 9:03:00 AM	CE# Verified by	06050188 Broward Property Appraiser City Records	Zone Folio #	494126210014
ldentified By	Not found in database				
Owner	BROOKFIELD SQUARE CDC	ASSN INC			

CONCLUSIONS OF LAW:

Florida Statutes, Section 162.06(4) Violation: The Board Does find that this/these violation(s) is/are a serious threat to the public health, safety and welfare, or is irreparable or irreversible in nature. If this is/are such a violation(s), the Board requests that the City's appropriate personnel to take whatever steps or action necessary to correct this immediately in the event the Respondent(s) fail(s) to do so by the dateline given above. The City shall be entitled to recover the costs of all repairs necessary to correct any violation, Fla. Stat, 162.06(4).

The fines shall continue to accrue daily with interest until payment is received in full by the City. These fines are being imposed pursuant to Florida Statutes, Sections 162.06 and 162.09 and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent. The City shall also be entitled to an administrative fee in the amount of \$ 85.00 which is due on or before 9/7/2006 which covers the costs of the prosecution and recording in relation to this violation.

If the Respondent again repeats the same violation, the Respondent will then be a repeat violator of this Code Section pursuant to Florida Statutes Section 162.06. As a repeat violator, the Respondent my be fined up to \$500.00 per day, as determined by the Board.

**COMPLIANCE/RELEASE OF LIEN:** Once the Respondent corrects the above violation, the Respondent must contact the City Code Enforcement Department in order to obtain a Notice of Compliance. Once a Notice of Compliance is obtained and once all past due fines, interest and administrative fees are paid, a Release of Lien can be obtained.

APPEAL: You may appeal a Final Order of the Code Enforcement Board by filing an action in the Circuit Court. You must file within (30) THIRTY DAYS of the date of the Final Order of the Code Enforcement Board. You will be required to furnish a transcript of the minutes of the Board. You can contact the City Clerk to obtain a copy.

RECONSIDERATION/MITIGATION: If you wish to come before the Board to request them to reconsider/mitigate the time/fine after an Order has been issued, you must forward a written request to the Chief Code Officer, 2000 City Hall Drive, Lauderhill, Florida, 33313, within months of the date of the Order.

DONE AND ORDERED this 14th day of May, 2007



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Arnold Seldin Chairperson, Code Enforcement Board City of Lauderhill, 2000 City Hall Drive Lay@erhill, FL 33313

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STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared , Chairperson of the Code Enforcement Board, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath. WITNESS my hand and official seal as aforesaid on this 14th day of May, 2007

http://inkforce.lauderhilldees.net/inkforce/finalorderdocument.aspx?fine\_document\_id=1419 5/14/2007

1. Constraints of the constraint of the Minister of Constraints of Constraints and Constraints of Constraint Instr# 115257049 , Page 1 of 3, Recorded 08/10/2018 at 02:21 PM Broward County Commission

Prepared by and return to: Charles Chacko OS National LLC 3097 Satellite Blvd., Bldg 700, 4<sup>th</sup> Floor Duluth, GA 30097 This document is prepared as an incidental service To the issuance of a title insurance policy

File number: See Attached Parcel ID: See attached Exhibit A

#### Limited Liability Company Affidavit

State of for 1da County of Bruncid

Before me, the undersigned authority personally appeared: Roni Oz ("Affiant"), Member of Community Renovation & Development Group LLC, a Florida Limited Liability Company who, being duly sworn according to law, depose and say:

- 1. Affiant is the **Member** of **Community Renovation & Development Group LLC** a Florida Limited Liability Company. The LLC is currently in existence under valid articles of organization and regulations of the State of Florida and has not been terminated or dissolved.
- 2. The LLC is the owner of the following described real property:

See attached Exhibit A for full legal descriptions.

- 3. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
- 4. Roni Oz is authorized by the Articles of Community Renovation & Development Group LLC, to execute any instruments affecting the Properties on behalf of the LLC.
- 5. If a full or partial copy of any document is attached hereto as Exhibit "B", it shall be incorporated herein and made a part hereof, and Affiant represents that the copy is true and correct.
- 6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.

#### [INTENTIONALLY BLANK. SEE NEXT PAGE FOR SIGNATURES]

**Community Renovation & Development Group LLC,** a Florida Limited Liability Company

By: Roni Oz

Title: Member

State of <u>FONDR</u> County of <u>BrowARP</u>

Sworn to and subscribed before me this  $\underline{0}$  day of  $\underline{\int U/Y}$ , 2018, by Roni Oz, who () is/are personally known to me or () produced the following identification:  $\underline{F_{C}}$  Druce  $\underline{V_{CLCC}}$ .

Notary Seal:

GARY M. SINGER MY COMMISSION # GG 073192 EXPIRES: May 7, 2021 Bonded Thru Notary Public Underwriters

RE Notary Publy

Instr# 115257049 , Page 3 of 3, End of Document

#### EXHIBIT A

ADDRESS : 2800 NW 56TH AVE C206, LAUDERHILL, BROWARD, FL 33313 PARCEL IDENTIFICATION NUMBER : 4941 26 CJ 0610 CLIENT CODE : 60516

UNIT 206, BUILDING 3, OF BROOKFIELD SQUARE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 8467, PAGE(S) 600 THROUGH 660, AND RERECORDED IN OFFICIAL RECORDS BOOK 8557, PAGE 487, INCLUSIVE, AND ALL SUBSEQUENT AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

\*\*\*

ADDRESS : 4121 NW 26TH ST T20, LAUDERHILL, BROWARD, FL 33313 PARCEL IDENTIFICATION NUMBER : 4941 25 GD 1760 CLIENT CODE : 60493

UNIT T-20, BUILDING 10, OF THE GARDENS AT LAUDERHILL, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 5496, PAGE(S) 164, AND ALL SUBSEQUENT AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 151 N. NOB HILL RD., SUITE 251 PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2800 NW 56 AVENUE #C-107, LAUDERHILL,FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

\* Estimated Amount due if paid by December 31, 2018 .....\$2,465.08

Or

\* Estimated Amount due if paid by January 15, 2019 ......\$2,492.50

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

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

# WARNING

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

CITY OF LAUDERHILL CODE ENFORCEMENT BOARD 2000 CITY HALL DRIVE LAUDERHILL, FL 33313

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2800 NW 56 AVENUE #C-107, LAUDERHILL,FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

\* Estimated Amount due if paid by December 31, 2018 ......\$2,465.08 Or

\* Estimated Amount due if paid by January 15, 2019 ......\$2,492.50

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

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

# WARNING

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

CITY OF LAUDERHILL CODE ENFORCEMENT UNIT 3800 INVERRARY BLVD. LAUDERHILL, FL 33319

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2800 NW 56 AVENUE #C-107, LAUDERHILL,FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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SOUTHSTAR FUNDING, LLC 400 NORTHRIDGE ROAD SUITE 1000 ATLANTA, GA 30350

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# WARNING

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BROOKFIELD SQUARE CONDOMINIUM, REGISTERED AGENT O/B/O BROOKFIELD SQUARE CONDOMINIUM ASSOCIATION, INC. 2800 NW 56TH AVE. C-205 LAUDERHILL, FL 33313

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# WARNING

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GARY SINGER, ESQ., REGISTERED AGENT O/B/O COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 1391 SAWGRASS CORPORATE PARKWAY PLANTATION, FL 33323

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BROOKFIELD SQUARE CONDO ASSN INC 2800 NW 56 AVE LAUDERHILL, FL 33313

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# WARNING

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C T CORPORATION SYSTEM C/O HSBC MORTGAGE SERVICES 1421 W SHURE DR STE 100 ARLINGTON HEIGHTS, IL 60004

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

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COMMUNITY RENOVATION & DEVELOPMENT GROUP LLC 2800 NW 56 AVE # C-107 LAUDERHILL, FL 33313

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# WARNING

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ERNELUS DENIZAT 4701 NW 3RD ST PLANTATION, FL 33317-2715

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ERNELUS DENIZAT 2730 SUMMERSET DR #V107 LAUDERDALE LAKES, FL 33311

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\* Estimated Amount due if paid by January 15, 2019 ......\$2,492.50

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

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

# WARNING

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

HSBC MORTGAGE SERVICES ATTN: CML CUSTOMER RESOLUTION DEPARTMENT 1421 W SHURE DR STE 100 ARLINGTON HEIGHTS, IL 60004

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 2800 NW 56 AVENUE #C-107, LAUDERHILL,FL 33313 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

\* Estimated Amount due if paid by December 31, 2018 ......\$2,465.08

Or

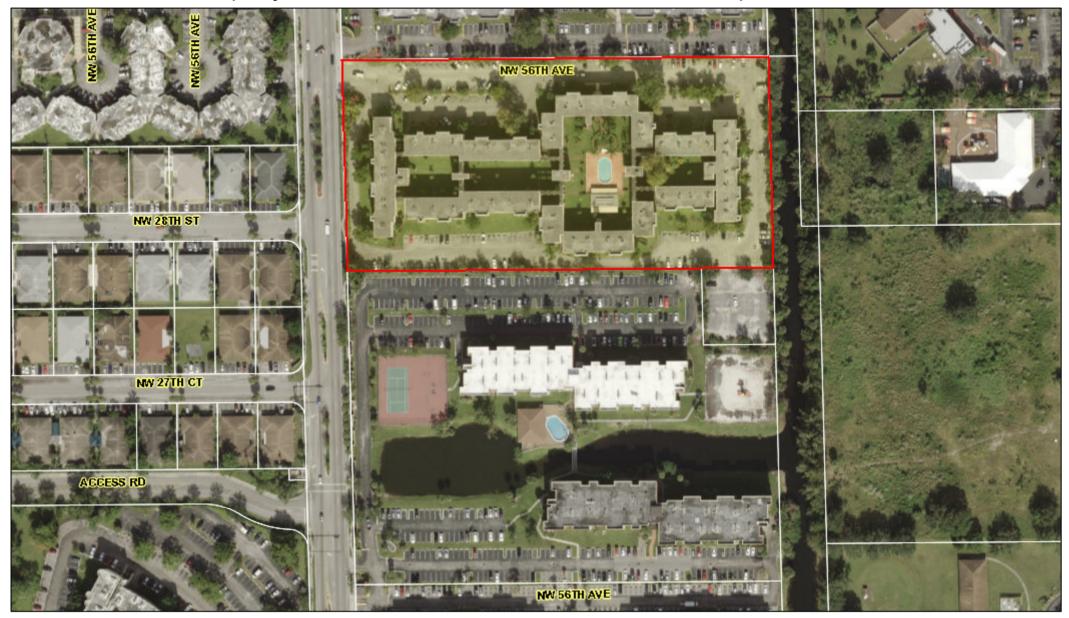
\* Estimated Amount due if paid by January 15, 2019 ......\$2,492.50

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

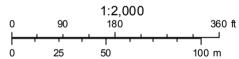
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## Property Id: 494126CJ0540

## \*\*Please see map disclaimer



October 29, 2018



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