

# 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:** 08/22/2018

REPORT EFFECTIVE DATE: 20 YEARS UP TO 08/21/2018

CERTIFICATE # 2015-17631 ACCOUNT # 514113120370 ALTERNATE KEY # 628007

**TAX DEED APPLICATION # 41774** 

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:

Lot 50, of GRACEWOOD NO. 8, less beginning NE corner of Lot 50, South 55.01, West 28.12, NE 58.49, East 7.45 to Point of Beginning according to the Plat thereof recorded in Plat Book 33, Page 39, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 151 N 63 AVENUE, HOLLYWOOD FL 33024-7850

### OWNER OF RECORD ON CURRENT TAX ROLL:

MARINA GUZMAN BLANCO EST

151 N 63 AVE

HOLLYWOOD, FL 33024-7850 (Matches Property Appraiser records.)

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

ESTATE OF MARINA GUZMAN BLANCO, DECEASED OR: 46767, Page: 299
151 N 63 AVENUE OR: 46767, Page: 300

HOLLYWOOD, FL 33024

(Per Amended-Quit Claim Deed and Amended-Personal Representative's Distributive Deed. Corrects Quit Claim Deed in 46695-651 and Personal Representative's Distributive Deed 46676-1629.)

(Property Appraiser indicates that Marina Guzman Blanco is deceased. However, no Death Certificate or Probate documents were found in the Official Records of Broward County.)

## MORTGAGE HOLDER OF RECORD:

BROWARD HEALTHCARE FCU-MAIN OFFICE OR: 47177, Page: 22

2350 COMMERCIAL BLVD

FT. LAUDERDALE, FL 33309-3038 (Per Mortgage)

## LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

ATCF II FLORIDA-A LLC

P.O. BOX 54972

NEW ORLEANS, LA 70154 (Tax Deed Applicant)

FIRST BANK NATIONAL ASSOCIATION, OR: 26484, Page: 466

AS INDENTURE TRUSTEE FOR THE FIRSTPLUS

ASSET BACKED SECURITIES, SERIES 1996-4

(Per Assignment of Mortgage for prior owners. No satisfaction or release found of record.

No address found on document.)

## PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 5141 13 12 0370

CURRENT ASSESSED VALUE: \$59,110 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: 23798, Page: 911

Mortgage OR: 25315, Page: 55

Assignment of Mortgage OR: 25315, Page: 61

Warranty Deed OR: 33226, Page: 1568

Warranty Deed OR: 36433, Page: 1316

Warranty Deed OR: 41905, Page: 1413

(Outsale Deed)

Personal Representative's Distributive Deed OR: 46676, Page: 1629

Quit Claim Deed OR: 46695, Page: 651

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

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

Wendy Carter

Title Examiner

151 N 63 AVENUE Page 1 of 1



Site Address	151 N 63 AVENUE, HOLLYWOOD FL 33024-7850	ID#	5141 13 12 0370
<b>Property Owner</b>	BLANCO,MARINA GUZMAN EST	Millage	0513
Mailing Address	151 N 63 AVE HOLLYWOOD FL 33024-7850	Use	01
_	GRACEWOOD NO 8 33-39 B LOT 50 LESS BEG NE COR LOT 58.49,E 7.45 TO POB	50, S 55.0	1,W 28.12,NE

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).

include	a reduction	for costs of	sale a	nd other adju	stmer	its required l	oy <mark>Se</mark>	c. 193.01	1(8).
			Property	y Assessment '	/alues				
Year	Land		Building / Improvement		Just / Market Value		e. V b	Та	x
2018	\$48,450	\$37,950	\$37,950		\$86,400		\$65,020		
2017	\$32,300	\$26,810	)	\$59,110	\$59,110			\$1,456	6.67
2016	\$32,300	\$24,440	)	\$56,740		\$56,740		\$1,431	.91
<u> </u>	2	2018 Exemption	ons and	Taxable Values	by Tax	king Authority		,	
		Cou	nty	School Bo	oard	Municipa	al	Indep	endent
Just Value		\$86,4	100	\$86	,400	\$86,40	0	,	\$86,400
Portability			0		0		0		0
Assessed/S	ЮН	\$65,0	)20	\$86	,400	\$65,02	0	;	\$65,020
Homestead			0	0			0		
Add. Home	stead		0	0			0		0
Wid/Vet/Dis	;		0	0			0		0
Senior			0		0		0		0
Exempt Type	oe e		0		0		0		0
Taxable		\$65,0	020	\$86	,400	\$65,02	0	;	\$65,020
	S	ales History				Land C	alcula	tions	
Date	Type	Price	Book/	Page or CIN		Price	Fa	actor	Type
12/11/2009	DRR-T		46	767 / 299		\$9.00	5,	383	SF
11/30/2009	QCD-T	\$100	46	695 / 651					<u> </u>
12/18/2009	AMO-T	\$100	46	767 / 300					
6/5/2009	PRD-T		466	676 / 1629					<u> </u>
11/6/2003	WD	\$110,000	364	133 / 1316	Ad	j. Bldg. S.F. (C			816
	1					Units/Beds			1/2/1
						Eff./Act. Yea	r Built:	1955/195	4
			Space	ial Assessmen	te				

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

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

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

#### Tax Deed #41774

# STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 2nd day of January 2019, 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:

ESTATE OF MARINA GUZMAN BLANCO, DECEASED 151 N 63 AVENUE HOLLYWOOD, FL 33024 BROWARD HEALTHCARE FCU-MAIN
OFFICE
2350 COMMERCIAL BLVD
FT. LAUDERDALE, FL 33309-3038

ATCF II FLORIDA-A LLC P.O. BOX 54972 NEW ORLEANS, LA 70154 FIRST BANK NATIONAL
ASSOCIATION, AS INDENTURE
TRUSTEE FOR THE FIRSTPLUS ASSET
BACKED SECURITIES, SERIES 1996-4
201 West Wisconsin Avenue
Milwaukee, WI 53259

CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD, FL 33020

#### THE FOLLOWING AGENCIES WERE NOTIFIED BY INTEROFFICE

BROWARD COUNTY CODE ENFORCEMENT, PERMITTING LICENSING & PROTECTION

DIVISION

GCW-1 NORTH UNIVERSITY DR PLANTATION, FL 33324

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

MAILBOX 302

PLANTATION, FL 33324

BROWARD COUNTY WATER & WASTEWATER 2555 W. COPANS RD

POMPANO BEACH, FL 33069

PUBLIC WORKS DEPT REAL PROPERTY GOVERNMENTAL CENTER, RM 326, 115 S. ANDREWS AVE FT. LAUDERDALE. FL 33301 BROWARD COUNTY SHERIFF'S DEPT.

ONE N. UNIVERSITY DR., STE 300 B

**BROWARD COUNTY HIGHWAY CONSTRUCTION &** 

ATTN: CIVIL DIVISION FT. LAUDERDALE, FL 33315

**ENGINEERING DIVISION;** 

RIGHT OF WAY SECTION

PLANTATION, FL 33324

## 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 2nd day of January 2019 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 41774**

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: 514113-12-0370

Certificate Number: 17631 Date of Issuance: 05/26/2016

Certificate Holder: ATCF II FLORIDA-A LLC Description of Property: GRACEWOOD NO 8 33-39 B

LOT 50 LESS BEG NE COR LOT 50,

S 55.01,W 28.12,NE 58.49,E

**7.45 TO POB** 

Legal Titleholders:

Name in which assessed: BLANCO, MARINA GUZMAN EST BLANCO, MARINA GUZMAN EST

151 N 63 AVE

HOLLYWOOD, FL 33024-7850

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 20th day of February , 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 17th day of January , 2019 .

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

Dana F. Buker

Deputy

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

Publish: DAILY BUSINESS REVIEW

Issues: 01/17/2019, 01/24/2019, 01/31/2019 & 02/07/2019

Minimum Bid: 4006.04

## **BROWARD DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and Legal Holidays Ft, Lauderdaie, 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 fikia 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

41774 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 17631

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

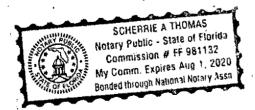
01/17/2019 01/24/2019 01/31/2019 02/07/2019

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 paid nor
promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Swom to and subscribed before me this 7 day of FEBRUARY, A.D. 2019, §

(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 41774

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: 514113-12-0370 Certificate Number: 17631 Date of Issuance: 05/26/2016 Certificate Holder:

ATCF II FLORIDA-A LLC
Description of Property:

GRACEWOOD NO 8 33-39 B LOT 50 LESS BEG NE COR LOT 50,

\$ 55.01,W 28.12,NE 58.49,E - 7,45 TO POB

Name in which assessed: BLANCO MARINA GUZMAN EST

BLANCO, MAHINA GUZMAN EST Legal Titleholders:

BLANCO, MARINA GUŽMAN EST 151 N 63 AVE

HOLLYWOOD, FL 33024-7850" 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 20th day of February, 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

Dated this 17th day of January, 2019. Bertha Henry

County Administrator RECORDS, TAXES, AND TREASURY DIVISION

(Seal

By: Dana F. Buker Deputy

This Tax Deed is Subject to All

SEE ATTACHEM

Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Minimum Bid: 4006.04

401-314

1/17-24-31 2/7 19-04/00003674028

# BROWARD COUNTY SHERIFF'S OFFICE P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

on the icon "Service Inquiry"

## RETURN OF SERVICE

D.S.

Assignmen	809 SERVEASA.P RETURN TO TAX N	NOTICE TRAY, Servi	ce Sheet #	*	19-000691	3
	OWARD COUNTY, FL vs. BLANCO, MARINA GUZ				ID 41774	
	XCAPEROTICE VS	COUNTY/BRO	MARD	DEFENDANT		CASE
ul	TYPE OF WRIT ANCO MARINA GUZMAN EST	151 N, 63 AVE	COURT 3) N2		HEARD	NG DATE
	SERVE	HOLLYWOOD		,		,
BEEFE OF SE	14279 BROWARD COUNTY REVENUE-DELING TAX S 115 S. ANDREWS AVENUE, ROOM A-100 FT LAUDERDALE, FL 33301 JULIE AIKMAN, SUPV. 9884 Autorney ANCO, MARINA GUZMAN EST price endorsed thereon by me, and a copy of the complaint, petition, or	broward County, Florida, h	y serving the with	erved—see con	in the state of th	19/19-0200  14:40 Time  he writ, with the date and
	INDIVIDUAL SERVICE					
	TITUTE SERVICE:  At the defendant's usual place of abode on "any person residing there	in who is 15 years of age	or older", to wit:			
	, in accordance with					
لتا	To, the defendant's spot			i	n accordance	with E.S. 48.031(2)(a)
	To, the person in charge serve the defendant have been made at the place of business					
COR	PORATE SERVICE:					
	To, holding the following accordance with F.S. 48,081	ng position of said corpora	tion	in	the absence o	f any superior officer in
	To, an employee of defe	endant corporation in acc	ordance with F.S. 4	8.081(3)		
	To, as resident agent of	said corporation in accor-	tance with F.S. 48	.091		
	PARTNERSHIP SERVICE: To of partnership, in accordance with F.S. 48.061(1)	, partner, or to			lesignated emp	ployee or person in charge
	<b>POSTED RESIDENTIAL:</b> By attaching a true copy to a conspicuous residing therein 15 years of age or older could be found at the defende				is. Neither the	tenant nor a person
	Ist attempt date/time:	2 <sup>n</sup>	<sup>§</sup> attempt date/time	X		
	POSTED COMMERCIAL: By attaching a true copy to a conspicuo	ous place on the property	in accordance wit	n F.S. 48.183		
	attempt date/time;		date/fim	>- -		
	OTHER RETURNS: See comments					
СОММЕ	ints: POST					
by vis	an now check the status of your writ iting the Broward Sheriff's Office ite at www.sheriff.org and clicking	anga manganda ayan kacalahan ga pada ga Abang pada kacalan		. ISRAEL, SI COUNTY, I		

**ORIGINAL** 

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 514113-12-0370 (TD #41774)

RECEIVED SHERIFF

2019 === -7 == 8: 52

# WARNING

BROWARD COUNTY FLORIDA

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

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

NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

## MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

\* Amount due if paid by January 31, 2019 .....\$4,248.87

\* Amount due if paid by February 19, 2019 ......\$4,301.04

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON February 20, 2019 UNLESS THE BACK TAXES ARE PAID.

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

www.broward.org/recordstaxestreasurv

#### PLEASE SERVE THIS ADDRESS OR LOCATION

**BLANCO, MARINA GUZMAN EST 151 N 63 AVENUE** HOLLYWOOD, FL 33024-7850

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

Page 1568, Recorded 06/05/2002 at 08:26 AM, CFN # 101951336, OR BK 33226 Broward County Commission, Doc. D \$630.00 Deputy Clerk 1911

Prepared By: MADELINE CLARKE

SUNBELT TITLE AGENCY

2101 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL. 33309

Phone: File Number: Grantee(s) SS#: Parcel ID #: (954)731-6411 71-5865MCL-A

1113-12-037

WARRANTY DEED

This Warranty Deed, dated this 26th day of April, 2002

By

MICHAEL W. SMITH and VIVIENNE SMITH, his wife

whose post office address is: 330 | Berklup blvd. F. land. Phereinafter called the GRANTOR, 33312

To MILI VISNJIC, a single man and AMEIKA SAMMS, a single woman

whose post office address is: 151 N. 63RD AVENUE, HOLLYWOOD, FL 33024-7850, hereinafter called the GRANTEE, (Wherever used herein the terms "GRANTOR" and "GRANTEB" include all the parties to this instrument and the beirs, legal representatives, and savigns of individuals, and the successors and savigns of cor

WITNESSETH, that the Grantor, for an in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situate in BROWARD County, Florida, viz:

LOT 50 GRACEWOOD NO. 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 33, AT PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements, and agreements of record, if any; taxes and assessments for the year 2001 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that except as above noted, 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.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of:

itness' Name

Name Print Witness

VIENNE SMITH

State of:

**FLORIDA** 

& MNP

County of:

**BROWARD** 

The foregoing instrument was acknowledged before me this 26th day of April, 2002, by MICHAEL W. SMITH and VIVIENNE SMITH, his wife who is personally known to me or who has provided driver's license as identification and who did not take an oath.

(Seal)

Commission Expires:

OFFICIAL NOTARY SEAL SUZANNE'S CODOY NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC824890 MY COMMISSION EXP. MAY 2,2003

Prepared by: Return to: STEPHEN J. STRALEY ACTION TITLE COMPANY 3990 Sheridan Street, Sulte 110 Hollywood, Florida 33021 (305) 962-3138 954756 95-351551 T#003 08-16-95 03:32PM

\$ 453.60 DOCU. STAMPS-DEED RECVD. BROWARD CTY B. JACK OSTERHOLT

COUNTY ADMIN.

## **WARRANTY DEED**

This indenture made this 11th day of August, 1995, BETWEEN PATRICIA RYDER, A SINGLE WOMAN GRANTOR\* and MICHAEL W. SMITH and VIVIENNE SMITH, HIS WIFE of 151 NORTH 63RD AVENUE, HOLLYWOOD, FLORIDA 33024 GRANTEE\*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of BROWARD State of Florida, to-wit:

LOT 50, GRACEWOOD NO. 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 33, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO TAXES FOR THE YEAR 1995 NOT YET DUE AND PAYABLE SUBJECT TO ALL CONDITIONS, EASEMENTS, RESTRICTIONS AND LIMITATIONS OF RECORD. FOLIO NO. 11113-12-03700

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

\*Singular and plural are interchangeable as context requires.

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

SIGNATURE: FIGHER HOLD PATRICIA RYDER Address: PO 811 FIGURE C. In Fig. 34436 - 0811

SIGNATURE: SIGNATURE: SIGNATURE: SS# SECURIES IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me

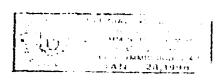
COUNTY ADMINISTRATOR

this 11th day of August, 1995 by

PATRICIA RYDER, A SINGLE WOMAN

who is personally known to me or who has produced FIG. BYIVEYS LICENSE as identification and who did/did not take an oath.

NOTARY PUBLIC
Commission Expiration: 1/28/18



BK23798PG0911

CFN # 103491032, OR BK 36433 Page 1316, Page 1 of 1, Recorded 11/17/2003 at 07:36 AM, Broward County Commission, Doc. D \$770.00 Deputy Clerk 2185

<b>WARRANTY DEED</b>
INDIVID TO INDIVID

Record and Return to

Consolidated Title Company 1601 N. Palm Avenue, Suite 109 Pembroke Pines, Florida 33026 Address

03-1976G

nent Prepared by:
JEFFREY S. ROSENBERG, ESQ.
Consolidated Title Company
1601 N. Palm Avenue, Suite 109
Pembroke Pines, Florida 33026 Attn.: Name Address:

Property Appraisers Parcel Identification 11113-12-03700 Folio Number(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed, Made and executed the day of November, 2003, by Mili Visnjic, a single woman and Ameika Samms, a single woman, whose post office address is 311 SW 36th Avenue, Hollywood, FLORIDA 33023, hereinafter called the Grantor, to Marina P. Sevilla, a single woman, whose post office address is 151 N. 63 Avenue, Hollywood, FL 33024, hereinafter called the Graniee.

(Wherever 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, wherever the context so admits or requires)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land, situate in BROWARD County, State of FLORIDA, viz:

Lot 50 of GRACEWOOD NO. 8, according to the Plat thereof recorded in Plat Book 33, page 39, of the Public Records of Broward County, Florida.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby 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, 2002.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of UTTU Gary Lautenbera Signature Mili Visnjic Printed N Witness Signature Witness Signature Ameika Samms Printed Name Witness Signature STATE OF FLORIDA) COUNTY OF BROWARD)

day of November, 2003, by Mili Visnjic, a single This foregoing instrument was acknowledged before me this woman and Ameika Samms, a single woman. (Check one:) Daid person(s) is/are personally known to me. Said person(s) provided the following type of identification: <u>drivers license(s)</u>

NOTARY RUBBER STAMP SEAL

GARY LAUFENBERG MY COMMISSION # DD 005557 EXPIRES: June 29, 2005 Bonded Thru Notary Public Underwi

Made !

Print Name



This instrument prepared under the supervision of Kathy Lamb-Flynn, Attorney Florida Department of Transportation Florida Turnpike Enterprise Milepost 263, Florida's Turnpike (Building 5315, Turkey Lake Service Plaza) Post Office Box 613069 Ocoee, FL 34761

FP No.: 406099-1
Parcel No.: 107
SR No.: 91
County: Broward

## WARRANTY DEED

THIS WARRANTY DEED made this day of for 2006, by Marina P. Sevilla, a single woman, Grantor, whose address is: 151 NW 63<sup>rd</sup> Avenue, Hollywood, Florida, 33024, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Grantee, whose address is: Turnpike Headquarters, Florida's Turnpike, Milepost 263, Building 5315, P.O. Box 613069, Ocoee, Florida 34761.

(Wherever 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 organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Broward County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof.

Property Tax ID Number: 5141-1312-0370

TOGETHER with all 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 all lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

SUBJECT to easements, restrictions and reservations of record, if any, and taxes for 2006 and subsequent years.

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

Signature of Witness

Signature of Witness

Signature of Witness

Signature of Witness

STATE OF FLORIDA COUNTY OF BIOLOGICAL

Print or type name

The foregoing instrument was acknowledged before me this 11th day of 2006, by Marina P. Sevilla, who is personally known to me or who has produced from the first of the sevil as identification.

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-	S. C.	ntrandi n. AlfriAlleese og: . z. nameskon DD094701	A STATE OF
	THE OF ELGS	Example 10/2003	į

i Dicki Milless
Print, Stamp, or Type Name:
My commission expires:

CFN # 106015374, OR BK 41905 PG 1415, Page

PREPARED BY: Joseph L. Edgar, PLS

DATE: July 12, 2005

-----

PARCEL NO.: 107 F.P. NO.: 406099 STATE ROAD NO. 91 COUNTY: BROWARD

#### FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY

#### THAT PART OF:

Lot 50, of GRACEWOOD NO. 8, according to the plat thereof, as recorded in Plat Book 33 at Page 39, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 41 East, Broward County, Florida, said part being more particularly described as follows:

BEGIN at the Northeast comer of said Lot 50; thence South 02°26'21 East along the East line of said Lot 50, a distance of 55.01 feet; thence South 88°21'39" West along the South line of said Lot 50, a distance of 28.12 feet; thence North 18°15'12" East a distance of 58.49 feet; thence North 85°21'39" East along the North line of said Lot 50, a distance of 7.45 feet to the POINT OF BEGINNING.

Containing 0.022 acres (978 square feet), more or less.

Together with all rights of ingress, egress, light, air and view between grantors remaining property and any facility constructed on the above described property.

F.P.I.S. No.: 4097 Date:

NOT VALID UNLESS SIGNED AND SEALED

Page 1 of 1

PAGE 02/02

ДЭТИ<del>М</del>Ы ХӨЛТЭЭӨО

IN RE: ESTATE OF

MARINA PADRON MARRERO SEVILLA,

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

PROBATE DIVISION
Case Number PR-C-0000450

Deceased

## PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED (Intestate)

THIS INDENTURE is made this 5<sup>th</sup> day of June, 2009, by and between MARINA GUZMAN BLANCO and ARISTIDES GUZMAN, duly qualified and acting personal representatives of the estate of MARINA PADRON MARRERO SEVILLA, deceased, parties of the first part, and MARINA GUZMAN BLANCO, a single woman, whose post office address is 151 N. 63 Avenue, Hollywood, FL 33024 and ARISTIDES GUZMAN, a married man, whose post office address is 3420 N.W. 89 Terrace, Cooper City, FL 33024, parties of the second party.

WITNESSETH: That MARINA PADRON MARRERO SEVILLA, died intestate a resident Broward County, Florida, on seized and possessed of the real property hereinafter described; and

WHEREAS, the parties of the first part wishes to distribute said property to the parties of the second part and evidence the release of the property from said right to sell or encumber,

**NOW THEREFORE,** in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the parties of the first part have released to the parties of the second part the right to sell or encumber said property and granted, conveyed and confirmed unto the parties of the second part, heirs and assigns forever, all of the interest of said decedent in and to the real property situated in Broward County, Florida, described as follows:

Lot 50 of GRACEWOOD NO. 8, according to the Plat thereof recorded in Plat Book 33, page 39, of the Public Records of Broward County, Florida.

**Street Address:** 

151 N.W. 63 Avenue Hollywood, FL 33024

Parcel Identification No.: 11113-12-03700

TOGETHER with all and singular tenements, hereditaments, and appurtenances belonging



to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

Because this deed is given to evidence the distribution of assets of a decedent's estate and involves the assumption of no mortgage, minimum state documentary stamps are affixed.

IN WITNESS WHEREOF, the said Mortgagors have hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of us:

WITNESSES

RUBENE

**GRACIELA CORVO** 

RUBÉN E

GRACIELA CORVO

STATE OF FLORIDA)

:SS

MARINA GUZMAN BLANCO, as Personal Representative of the Estate of MARINA PADRON MARRERO SEVILLA

ARISTIDES GUZMAN, as Personal Representative of the Estate of

MARINA PADRON MARRERO **SEVILLA** 

ary i wolld State of Florida

Mc C. mmission DD664247

Richen Dorta

COUNTY OF MIAMI-DADE ) BEFORE ME, the undersigned authority, personally appeared, MARINA GUZMAN

BLANCO and ARISTIDES GUZMAN, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: FL OIL

WITNESS my hand and official seal, this <u>S</u> day of June, 2009, in the County and State aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

THIS DEED WAS PREPARED BY AND RETURN TO:

RUBEN E. DORTA, P.A., 6011 West 16 Avenue, Higleah, FL 33012

#### **QUIT CLAIM DEED**

Executed this 30 day of 400 Marcon, 2009, between, ARISTIDES GUZMAN, a married man, whose mailing address is: 3420 N.W. 89 Terrace, Cooper City, FL 33024, Party of the First Part, to MARINA GUZMAN BLANCO, a single woman, mailing address is: 151 N. 63 Avenue, Hollywood, FL 33024, Party of the Second Part;

#### WITNESSETH:

That the said Parties of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to them in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described real property situate, lying and being in Broward County, Florida, to-wit:

Lot 50 of GRACEWOOD NO. 8, according to the Plat thereof recorded in Plat Book 33, page 39, of the Public Records of Broward County, Florida.

Parcel Identification No.: 11113-12-03700

THIS IS NOT THE HOMESTEAD OF GRANTOR WHO RESIDES AT 3420 N.W. 89 Terrace, Cooper City, FL 33024.

THE PREPARER OF THIS INSTRUMENT WAS NEITHER FURNISHED WITH, NOR REQUESTED TO REVIEW, AN ABSTRACT ON THE DESCRIBED PROPERTY AND THERFORE EXPRESSESS NO OPINION AS TO CONDITION OF TITLE.

SUBJECT TO CURRENT TAXES, EASEMENTS AND RETRICTIONS OF RECORD.

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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 us:

RODRIGUEZ

WITNESSES

The Konstant

STATE OF FLORIDA)

ELISSA

:SS

COUNTY OF MIAMI-DADE)

**BEFORE ME**, the undersigned authority, personally appeared, **ARISTIDES GUZMAN**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: <u>FLORIDA DRIVER'S LICENSE</u>.

WITNESS my hand and official seal, this 30 day of November, 2009, in the County and State aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

THIS INSTRUMENT WAS PREPARED BY

AND RETURNED TO:

RUBEN E. DORTA, P.A. 6011 West 16<sup>th</sup> Avenue Hialeah, FL 33012

Ruesi Naria

CFN # 109057535, OR BK 46767 Page 299, Page 1 of 1, Recorded 12/31/2009 at 08:51 AM, Broward County Commission, Deputy Clerk 2160

#### **AMENDED-QUIT CLAIM DEED**

Executed this day of December, 2009, between, ARISTIDES GUZMAN, a married man, whose mailing address is: 3420 N.W. 89 Terrace, Cooper City, FL 33024. Party of the First Part, to MARINA GUZMAN BLANCO, a single woman, mailing address is: 151 N. 63 Avenue, Hollywood, FL 33024, Party of the Second Part;

#### WITNESSETH:

That the said Parties of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to them in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described real property situate, lying and being in Broward County, Florida, to-wit:

Lot 50 of GRACEWOOD NO. 8, less beginning NE corner of Lot 50, South 55.01, West 28.12, NE 58.49, East 7.45 to Point of Beginning according to the Plat thereof recorded in Plat Book 33, page 39, of the Public Records of Broward County, Florida.

Parcel Identification No.: 5141 13 12 0370

THIS DEED IS FILED TO CORRECT THE LEGAL DESCRITPION IN THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 46695, PAGE 651 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THE PREPARER OF THIS INSTRUMENT WAS NEITHER FURNISHED WITH, NOR REQUESTED TO REVIEW, AN ABSTRACT ON THE DESCRIBED PROPERTY AND THERFORE EXPRESSESS NO OPINION AS TO CONDITION OF TITLE.

SUBJECT TO CURRENT TAXES, EASEMENTS AND RETRICTIONS OF RECORD.

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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 us:

witnesses

GRACIELA CORVO

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, ARISTIDES GUZMAN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:

ARISTIDES

WITNESS my hand and official seal, this \_\_\_\_ day of December, 2009,

December, 2009, in the County and State aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

THIS INSTRUMENT WAS PREPARED BY

AND RETURNED TO:

RUBEN E. DORTA, P.A., 6011 West 16th Avenue, Hialeah, FL 33012.

2

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

MARINA PADRON MARRERO SEVILLA,

PROBATE DIVISION
Case Number PR-C-0000450

Deceased

## AMENDED-PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED (Intestate)

THIS INDENTURE is made this  $\cancel{B}$  day of December, 2009, by and between MARINA GUZMAN BLANCO and ARISTIDES GUZMAN, duly qualified and acting personal representatives of the estate of MARINA PADRON MARRERO SEVILLA, deceased, parties of the first part, and MARINA GUZMAN BLANCO, a single woman, whose post office address is 151 N. 63 Avenue, Hollywood, FL 33024 and ARISTIDES GUZMAN, a married man, whose post office address is 3420 N.W. 89 Terrace, Cooper City, FL 33024, parties of the second party.

WITNESSETH: That MARINA PADRON MARRERO SEVILLA, died intestate a resident Broward County, Florida, on seized and possessed of the real property hereinafter described; and

WHEREAS, the parties of the first part wishes to distribute said property to the parties of the second part and evidence the release of the property from said right to sell or encumber,

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the parties of the first part have released to the parties of the second part the right to sell or encumber said property and granted, conveyed and confirmed unto the parties of the second part, heirs and assigns forever, all of the interest of said decedent in and to the real property situated in Broward County, Florida, described as follows:

Lot 50 of GRACEWOOD NO. 8, less beginning NE corner of Lot 50, South 55.01, West 28.12, NE 58.49, East 7.45 to Point of Beginning according to the Plat thereof recorded in Plat Book 33, page 39, of the Public Records of Broward County, Florida.

Street Address:

151 N.W. 63 Avenue Hollywood, FL 33024

Parcel Identification No.: 5141 13 12 0370

THIS DEED IS FILED TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN PERSONAL REPRESENTATIVE DISTRIBUTIVE DEED RECORDED IN OFFICIAL RECORDS BOOK 46676, PAGE 1629 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER with all and singular tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

Because this deed is given to evidence the distribution of assets of a decedent's estate and involves the assumption of no mortgage, minimum state documentary stamps are affixed.

IN WITNESS WHEREOF, the said Mortgagors have hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of us:

WITNESSE

RUBENE

**GRACIELA CORVO** 

STATE OF FLORIDA)

:SS

COUNTY OF MIAMI-DADE )

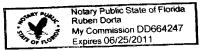
identification of the above-named persons:\_

BEFORE ME, the undersigned authority, personally appeared, MARINA GUZMAN BLANCO and ARISTIDES GUZMAN, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of

WITNESS my hand and official seal, this 1/3 day of December, 2009, in the County and State aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:



Personal Representative of the Estate of Marina Padrón Marrero

Representative of the Estate of MARINA PADRÓN MARRERO

GUZMAN, as Personal

CFN # 109411634, OR BK 47177 Page 22, Page 1 of 5, Recorded 06/28/2010 at 02:53 PM, Broward County Commission, Doc M: \$122.50 Deputy Clerk 3150

#### PREPARED BY

Broward HealthCare FCU - Main office 2350 Commercial Boulevard Ft. Lauderdale, FL 33309-3038

#### WHEN RECORDED, MAIL TO

Broward HealthCare FCU - Main office 2350 Commercial Boulevard Ft. Lauderdale, FL 33309-3038

1107403

MORTGAGE

SPACE ABOVE IS FOR RECORDER'S USE

, between the Mortgagor,

THIS MORTGAGE is made on 06/18/2010

MARINA GUZMAN BLANCO

(herein "Borrower"), and the Mortgagee, Broward HealthCare FCU - Main office corporation organized and existing under the laws of BROWARD COUNTY whose address is 2350 Commercial Boulevard Ft. Lauderdale, FL 33309-3038

(herein "Lender").

, a

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$  $\frac{35,000.00}{}$ , which indebtedness is evidenced by Borrower's note dated  $\frac{06/18/2010}{}$  and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 06/18/2017;

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

LOT 50 OF GRACEWOOD NO. 8, LESS BEGINNING NE CORNER OF LOT 50, SOUTH 55.01, WEST 28.12, NE 58.49 EAST 7.45 TO POINT OF BEGINNING ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGE 39. OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

which has the address of 1	51 NW 63 AVE				
_		(Street)			
HOLLYWOOD		. Florida	33024	(herein	"Property Address");
	(City)		(Zip Code)	•	• • • • • • • • • • • • • • • • • • • •

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,

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

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

EFL208 (LASER)



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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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

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

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

premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

the Note.

secured by this Mortgage.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

proof of loss if not made promptly by Borrower.

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development. obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

> CHANB EFL208 (LASER)

Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or

other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated

Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the

manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the

time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay

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

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports. reports

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due

and payable.

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

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

#### **NOTICE TO BORROWER**

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

Signed and delivered in the presence of:		00
X	X Marina Susman L	Slanco
Signature of Witness	Signature of Borrower	(Seal)
	MARINA GUZMAN BLANCO	
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	151 NW 63 AVE HOLLYWOOD FL 33024	
	Mailing Address of Borrower, Typed, Printed or Stamped	
X	X	
Signature of Witness	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	Mailing Address of Borrower, Typed, Printed or Stamped	
X	X	
Signature of Witness	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
x	Mailing Address of Borrower, Typed, Printed or Stamped	
Signature of Witness	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	Mailing Address of Borrower, Typed, Printed or Stamped	
STATE OF FLORIDA, BROWARD	County ss:	
The foregoing instrument was acknowledged be by MARINA GUZMAN BLANCO	efore me this 18 day of June of	20/0 (date)
who is personally known to me or who has prod who has prod	duced DRIVERS LICENSE as ident	tification and
Signature of Person Taking Acknowledgment	_	
Name of Acknowledger Typed, Printed or Stamped Yuc MeeW	ang	
Title or Name Loan Officer	YUE MEE WONG MY COMMISSION # DD 882895	
Serial Number, if Any	EXPIRES: April 22, 2013 Bonded Thru Notary Public Underwriters	

EFL208 (LASER)

BK25315P60055

Recording requested by: Managon Mozygage Co HOTHWOOD,

BARRET SHOW

96-420961 T#001 02:47PM 08-26-96

56,00 DOCU. STAMPS-MTGE

32.00 INTANGIBLE TAX

RECVD. BROWARD CTY B. JACK OSTERHOLT

COUNTY ADMIN.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE

Page 1 of 6

THIS MORTGAGE is made this day, FGAGE is made this day, August 13, 1996, between the Mortgagor, MICHAEL W. SMITH AND VIVIENNE SMITH, HIS WIFE
151 NORTH 63RD AVENUE HOLLYWOOD, FL 33024

(herein "Borrower"),

and the Mortgages,

Mc Alcon Mertgage Company, Inc.

(herein "Lender").

a corporation organized and existing under the laws of

**FLORIDA** 

. whose address is

6565 Taft Street., Suite 100 Hollywood, FL 33024

the principal sum of U.S. \$16,000.06 , which indebtedness is and extensions and renewals thereof (herein "Note"), providing for WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. evidenced by Borrower's note dated August 13, 1996 monthly installments of principal and interest, with the balance of the indebtedness, if not sconer paid, due and payable on September 22, 2016

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

> LOT 50, GRACEWOOD NO. 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN FLAT BOOK 33, PAGE 39, OF PUBLIC RECORDS OF BROWARD COUNTY,

which has the address of:

151 NORTH GRD AVENUE HOLLYWOOD, FL 33024

(herein "Property Address");

Initials: 1726

Initials:  $V \subseteq$ 

Initials:

FLORIDA - Second Mortgage - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT - Form 3810 (Fage 1 of 6) Menagement Systems Development, Inc. (800) 884-6060

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

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

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

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebte by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominatum and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property; if any, plus one-twelfth of yearly premium installments for hexard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, plus one-twelfth of yearly premium installments for mortgage insurance, and prior mortgage or deed of trust if such bolder on the basis of assessments and bills and reasonable such payments to the cuttent that Borrower makes such payments to the funds to Lender to the outset that Borrower makes such payments of the payments of the payments of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay and duxes, assessments and the held it as institution the deposits or accounts of which are insured applicable law payment on the payment of Funds to pay analyzing and account or verifying and compiling said assessments and tillin unless Lender gays Borrower interest on the funds and applying the Funds, applicable law payment on the pay Borrower and lender may agree in writing at the time of execution of the Borrower, and unless such agreement is made or applicable law requires each interest to be paid, Lender shall not be pay Borrower and helds to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional accounting on the Funds and the purpose for which each debit to the Funds was made. The Funds are placed as additional accounts for the Funds held by Lender shall not be sufficient to pay tuxes, assessments, insurance premiums and ground rents, as they fall thus, Borrower

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

FLORIDA - Second Mongage - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT - Form 3810 (Page 2 of 6)
Initials: Md Initials: 1/3

N. S. Market

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Bearing and

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lander may require and in such amounts for such periods as Lander may require.

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

which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make proof of loss in not made promptly by Borrower.

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

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

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

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby senigned and shall be paid to Londer, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has a priority over this Mortgage.
- 18. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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Menagement Systems Development, Inc. (800) 984-8080	FLORIDA - Second Mortgage - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT - Form 3810 (Page 3 of 6)	Initials: 1/8	
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	ENT - Form 3810 (Page 3 of 6)	•	
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- 11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights bereunder shall insure to, the respective successors and assigns of Londer and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower while co-signing this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Trustee under the terms of this Mortgage, (b) is not personally liable on the Notes or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lander when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Mortgage at the time of tecution or after recordation hersof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Londer, in a form acceptable to Londer, as assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without However

Mortgage. this Mortg nder's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. owever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not is than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this ortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by is Mortgage without further notice or demand on Borrower.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenint agreement of Borrower in this Mortgage, including the covenants to pay when due any same secured by this Mortgage, idea, policy to be provided in paragraph 12 hereof specifying: (1) the breach; (2) a date, not less than 10 days from the date the notice is mailed to Borrower, by this breach must be cared; and (4) that failure to care such breach on or before the date specified in the notice may ult in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. In notice shall further inform Borrower of the right to reinstate after acceleration and the right to sesent in the foreclosure carding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the same secured by this right to be immediately due and payable without further demand and may foreclosure, including, but not limited to, somable attorney's feet, court costs, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lenders acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would then be due under this Mortgage and the Note had no acceleration occurred; (b) Borrower curse all breaches of any other covenants or Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in sufforcing Lender's remedies as provided in peragraph 17 beroof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes not action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Earty Appointment of Receiver. As additional accurity herounder, Borrower hereby assigns to Lender the rests of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rests as they become due and payable.

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

- Borrower. ğ b. Release. Upon psyment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower shall pay all costs of recordation, if any.
- which may be 11. Attorney's Feet. As used in this Mortgage and in the Note, swarded by an appellate court. "attorneys' fees" shall include attorneys' fees, if any,

Coowight (a) 19	Management Systems Development, Inc. (800) 984-8060 Title-One Beenday/ = #FL MORT	looment, inc. (200) 924-8060	Management Sveterne Devel
(Page 5 of 6)	PLORIDA - Second Mortgage - 1/80 - FNNA/FHLMC UNIFORM INSTRUMENT - Form 3810 (Page 5 of 6)	A - Second Mortgage - 1/80 - FNMA/	FLORID
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#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

### NOTICE TO BORROWER

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

no not situ tum wordings a at entermy terms share	er. Wit phycis summe na crimbiones narras las sellar.			
Signed, seeled and delivered in the presence of:				
$\sim$ 1 M1	X M, OL PAL Smith MICHAEL W. SMITH			
IIIM (Calla)				
MARK DALLAWAN	X Viviense & Smille			
Jones Resarde	SMITH VIVIENNE			
TONYA BEKARDINU	x			
This instrument was prepared by:				
Chante Inckson	<b>x</b>			
·	THE OFFICE AND THE ART			
STATE OF PLORIDA,  BROWARD, County se:	OF BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR			
I hereby certify that on this day, before me, an officer duly authorized in the	state aforested and in the county aforested to take acknowledgments, personally			
appeared michael w smith a vivience Smith				
WITNESS my hand and official seal in the County and state aforesaid this 13 day of Aucust 1955.				
My Commission expires:				
(SEAL)	Notary Sylvia C LEPINE			
11.00	Public = My Comm. Exp: 02/01/99 Comm#: CC436569			
Hotary Public				
(Space Below This Line Reser	rved For Lender and Recorder)			

FLORIDA - Second Mortgage - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT - Form 3810 (Page 5 of 6)

FP#:23603 Pool:1996-4-A

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FIRSTPLUS FINANCIAL, INC. a Texas Corporation, whose address is 1250 W. Mockingbird Lane, Dallas, TX 75247 (assignor). by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to FIRST BANK NATIONAL ASSOCIATION, as Indenture Trustee for the FIRSTPLUS Asset Backed Securities, Series 1996-4 Said mortgage was made by MICHAEL W. SMITH AND VIVIENNE SMITH and was recorded in Official Records of the Clerk of the Circuit Court of BROWARD County, Florida, in Book 25315 , Page 55 or Instr # 96-420961 upon the property situated in said State and County as more fully described in said mortgage.

Dated: 04/11/97 FIRSTPLUS FINANCIAL, INC.

12 By KEN ENGEL

ASST. VICE PRESIDENT

Annum Court whose address is: C/O 420 N. BRAND BLVD 4TH FL. GLENDALE, CA 91203

STATE OF CALIFORNIA COUNTY OF LOS ANGELES I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared KEN ENGEL well known to me to be the ASST. VICE PRESIDENT of FIRSTPLUS FINANCIAL, INC.

, a corporation, and that s/he acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said

corporation. WITNESS my hand and official seal in the County and State last aforesaid this 11th day of April, 1997

MARIA P. SANDOVAL Notary Public

Document prepared by: M.Hoy/NTC,420 N. Brand Bl.4th Fl. Glendale, CA 91203 (800)346-9152 When recorded return to:

Nationwide Title Clearing Glendale, California, 91203 420 N. Brand Bl., 4th Fl

MARIA P. SANDOVAL COMM, #1056249 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm Expires April 18, 1999

BK 26484PG 046

RECORDED IN THE OFFICIAL RECORDS BOOMS
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



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Recording requested by:/ NOL49Age Co

96-420962 T#002 08-26-96 02:47PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## CORPORATION ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned corporation hereby grants, assigns and transfers to FIRSTPLUS FINANCIAL, INC 7000 E. BELLEVIEW #310 GREENWOOD VILLAGE, CO 80111

all beneficial interest under that certain Mortgage, dated MICHAEL W. SMITH AND VIVIENNE SMITH, HIS WIFE

August 13, 1996

, executed by

and recorded as instrument No BROWARD Recorder of

County, State of

FLORIDA

, in the Office of the County

, Mortgagor,

Legal description of property:
LOT 50, GRACEWOOD NO. 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED

BACE 30 OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Corporation:

Assignment Date: 8/13/96

STATE OF LOUGH

, COUNTY OF

personally appeared

N'DUUNGEN

before me,

NCALOUN

XI personally known to me -OR- ( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are ibed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les). and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the NOTARY SEAL STAMP

WITNESS my hand and official seal.

CORDED IN THE OFFICIAL RECORDS BOW OF GROWARD COUNTY, FLORIDA COUNTY AUMINISTICATOR

KAREN LEWIS MY COMMISSION # CC 297502 EXPINES
October 21, 1986
SOUDED THRU TROY FAIN INSURANCE, INC.

# WARNING

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

BLANCO, MARINA GUZMAN EST 151 N 63 AVE HOLLYWOOD, FL 33024-7850

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 151 N 63 AVENUE, HOLLYWOOD FL 33024-7850 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 January 31,	2019 .	\$4,248.87
	Or	
* Estimated Amount due if noid by Eshruary 10	2040	¢4 204 04

\* Estimated Amount due if paid by February 19, 2019 ......\$4,301.04

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 20, 2019 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

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BROWARD HEALTHCARE FCU-MAIN OFFICE 2350 COMMERCIAL BLVD FT. LAUDERDALE, FL 33309-3038

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 151 N 63 AVENUE, HOLLYWOOD FL 33024-7850 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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ATCF II FLORIDA-A LLC P.O. BOX 54972 NEW ORLEANS, LA 70154

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FIRST BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE FIRSTPLUS ASSET BACKED SECURITIES, SERIES 1996-4 201 West Wisconsin Avenue Milwaukee, WI 53259

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CITY OF HOLLYWOOD TREASURY DIVISION 2600 HOLLYWOOD BLVD HOLLYWOOD, FL 33020

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\*\*Please see map disclaimer



October 30, 2018

