

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: 12/03/2019

REPORT EFFECTIVE DATE: 20 YEARS UP TO 12/01/2019 **CERTIFICATE** # 2016-11808 **ACCOUNT** # 504103CG0050 **ALTERNATE KEY** # 438348 **TAX DEED APPLICATION** # 44463

COUNTY, STATE: BROWARD, FL

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

LEGAL DESCRIPTION:

Unit 106 of Royal Palm at Plantation, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 9849, Page(s) 231, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

PROPERTY ADDRESS: 6800 CYPRESS ROAD #106, PLANTATION FL 33317

OWNER OF RECORD ON CURRENT TAX ROLL:

RICHARD E STERNE 5681 SW 5 ST PLANTATION, FL 33317-3529 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD: RICHARD E. STERNE Instrument: 113200322 6800 CYPRESS RD., APT. 112 FORT LAUDERDALE, FL 33317 (Per Deed)

MORTGAGE HOLDER OF RECORD: STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076 (Per Mortgage)

Instrument: 113200323

TIMOTHY B MATHER, REGISTERED AGENT O/B/O STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076 (Per Sunbiz)

EDWARD J. BOHNE III 9908 SUNDANCE CT. PARKLAND, FL 33076 (Per Mortgage) Instrument: 114566028

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

AFFILIATED TAX CO LLC - 17 P.O. BOX 645040 CINCINNATI, OH 45264-5040 (Tax Deed Applicant)

SPARKLING POOLS & SPA, LLC 480 SAILBOAT CIRCLE WESTON, FL 33326 (Per Notice of Commencement) Instrument: 115598588

ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. C/O ON CALL MANAGEMENT, LLC 4502 INVERRARY BLVD LAUDERHILL, FL 33319 (Per Sunbiz. Declaration recorded in 9849-231.)

JENNINGS & VALANCY PA, REGISTERED AGENT O/B/O ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. 311 SE 13TH STREET FT. LAUDERDALE, FL 33316 (Per Sunbiz)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5041 03 CG 0050

CURRENT ASSESSED VALUE: \$120,200 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: 26160, Page: 826

Letters of Administration	OR: 39099, Page: 809
Personal Representative's Deed	OR: 39436, Page: 1219
Quit Claim Deed	OR: 39436, Page: 1222
Death Certificate	OR: 39436, Page: 1224
Assignment of Leases and Rents	Instrument: 114566029

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

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

<u>Karen Klein</u>

Title Examiner



Site Address	6800 CYPRESS ROAD #106, PLANTATION FL 33317	ID #	5041 03 CG 0050	
Property Owner	STERNE, RICHARD E	Millage	2212	
Mailing Address	5681 SW 5 ST PLANTATION FL 33317-3529	Use	04	
Abbr Legal Description	ROYAL PALM AT PLANTATION CONDO UNIT 106 PER CDO BK/PG: 9849/231			

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).

							-		•		<u> </u>		
					Proper	ty Assessm	ent \	/alues					
Year	Land			Building / Improvement			' Mar alue	ket	ket Assess SOH Va				Тах
2020	\$12,020		\$1	08,180	0	\$12	0,200)	\$12	20,200			
2019	\$12,020		\$1	08,180	0	\$12	0,200)	\$11	15,390		\$2,	432.20
2018	\$10,490		\$9	94,410)	\$10	4,900)	\$104,900			\$2,	,158.81
	2020 Exemptions and Taxable Values by Taxing Authority												
				Cou	inty	Scho	ool B	oard	Mu	inicipa	ıl	In	dependent
Just Valu	е			\$120,	,200		\$120	,200	\$1	120,20	0		\$120,200
Portabilit	у				0			0			0		0
Assesse	l/SOH			\$120,	,200		\$120),200	\$1	120,20	0		\$120,200
Homeste	ad				0			0	0 0		0	0	
Add. Hon	nestead		0				0			0			
Wid/Vet/E)is		0			0			0				
Senior			0				0	0		0	0		
Exempt T	уре		0					0		0			0
Taxable			\$120,200				\$120),200	\$120,200		0		\$120,200
Sales History							L	and C	alcula	tions			
Date	Тур	e	Price Book/F		/Page or Cl	N	Price			Factor		Туре	
8/28/201	15 WD-0	ג \$	5114,00	0	11	3200322							
4/8/200	5 PRD	\$	175,00	0	39436 / 1219								
3/14/199	97 WD		\$66,000	D C	26160 / 826								
9/1/199	3 WD		\$63,200	<u>с</u>	21224 / 539								
8/1/198	3 WD		\$71,900	00					Adj. Bldg. S.F.				1370
							Units/B				1/2/2		
Eff./Act. Year Built: 1982/1981													
Special Assessments													
Fire	Garb	Li	ght	D	rain	Impr	S	afe	Storr	n	Cle	ean	Misc
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Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
			Р			PL		
			Р					
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Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed #44463

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 March 2020, 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:

RICHARD E. STERNE 6800 CYPRESS RD., APT. 112 FORT LAUDERDALE, FL 33317	EDWARD J. BOHNE III 9908 SUNDANCE CT. PARKLAND, FL 33076	STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076	JENNINGS & VALANCY PA, REGISTERED AGENT O/B/O ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. 311 SE 13TH STREET FT. LAUDERDALE, FL 33316
ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. C/O ON CALL MANAGEMENT, LLC 4502 INVERRARY BLVD LAUDERHILL, FL 33319	SPARKLING POOLS & SPA, LLC 480 SAILBOAT CIRCLE WESTON, FL 33326	TIMOTHY B MATHER, REGISTERED AGENT O/B/O STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076	CITY OF PLANTATION ATTN ANNA C OTINIANO FINANCE DIRECTOR 400 NW 73 AVE PLANTATION, FL 33317
SPARKLING POOLS & SPA, LLC C/O WIMAR MUNOZ 480 SAILBOAT CIR WESTON, FL 33326	STERNE, RICHARD E 5681 SW 5 ST PLANTATION, FL 33317	STERNE, RICHARD E 6800 CYPRESS RD #106 PLANTATION, FL 33317	

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 March 2020 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

INSTR # 116281499 Recorded 01/10/20 at 03:28 PM Broward County Commission 1 Page(s) #3

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 44463

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: 504103-CG-0050

Certificate Number: 11808 Date of Issuance: 05/25/2017 Certificate Holder: AFFILIATED TAX CO LLC - 17 Description of Property: ROYAL PALM AT PLANTATION CONDO UNIT 106 PER CDO BK/PG: 9849/231

Name in which assessed:STERNE,RICHARD ELegal Titleholders:STERNE,RICHARD E5681 SW 5 STPLANTATION, FL33317-3529

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 15th day of April ,2020. 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 2nd day of January , 2020 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi

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:
 03/12/2020, 03/19/2020, 03/26/2020 & 04/02/2020

 Minimum Bid:
 11448.95

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 44463

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: 504103-CG-0050

Certificate Number:	11808
Date of Issuance:	05/25/2017
Certificate Holder:	AFFILIATED TAX CO LLC - 17
Description of Property:	ROYAL PALM AT PLANTATION CONDO
	UNIT 106
	PER CDO BK/PG: 9849/231

UNIT 106 OF ROYAL PALM AT PLANTATION, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 9849, PAGE(S) 231, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

Name in which assessed: STERNE,RICHARD E Legal Titleholders: STERNE,RICHARD E 5681 SW 5 ST PLANTATION, FL 33317-3529

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 15th day of April ,2020. 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 12th day of March , 2020 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi

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:
 03/12/2020, 03/19/2020, 03/26/2020 & 04/02/2020

 Minimum Bid:
 11825.95



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

Detail by Entity Name Florida Not For Profit Corporation ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. **Filing Information Document Number** 752042 **FEI/EIN Number** 59-2141520 Date Filed 04/16/1980 State FL Status ACTIVE Last Event REINSTATEMENT **Event Date Filed** 05/03/1994 Principal Address c/o On Call Management, LLC 4502 Inverrary Blvd Lauderhill, FL 33319 Changed: 09/25/2018 Mailing Address c/o On Call Management, LLC 4502 Inverrary Blvd Lauderhill, FL 33319 Changed: 09/25/2018 **Registered Agent Name & Address** Jennings & Valancy PA 311 SE 13th Street Ft. Lauderdale, FL 33316 Name Changed: 02/06/2019 Address Changed: 02/06/2019 **Officer/Director Detail** Name & Address **Title President** EVERHART, CONSTANCE J c/o On Call Management, LLC

4502 inverrary ыvo Lauderhill, FL 33319

Title Treasurer, Secretary

BONN, GORDON c/o On Call Management, LLC 4502 Inverrary Blvd Lauderhill, FL 33319

Title VP

HODGSON, FRANCES c/o On Call Management, LLC 4502 Inverrary Blvd Lauderhill, FL 33319

Annual Reports

Report Year	Filed Date
2018	03/09/2018
2018	09/25/2018
2019	02/06/2019

Document Images

02/06/2019 ANNUAL REPORT	View image in PDF format
09/25/2018 AMENDED ANNUAL REPORT	View image in PDF format
03/09/2018 ANNUAL REPORT	View image in PDF format
02/01/2017 ANNUAL REPORT	View image in PDF format
09/16/2016 AMENDED ANNUAL REPORT	View image in PDF format
03/29/2016 ANNUAL REPORT	View image in PDF format
03/03/2015 ANNUAL REPORT	View image in PDF format
01/30/2014 ANNUAL REPORT	View image in PDF format
03/15/2013 ANNUAL REPORT	View image in PDF format
04/03/2012 ANNUAL REPORT	View image in PDF format
02/10/2011 ANNUAL REPORT	View image in PDF format
04/09/2010 ANNUAL REPORT	View image in PDF format
01/14/2009 ANNUAL REPORT	View image in PDF format
02/25/2008 ANNUAL REPORT	View image in PDF format
02/08/2007 ANNUAL REPORT	View image in PDF format
04/12/2006 ANNUAL REPORT	View image in PDF format
03/18/2005 ANNUAL REPORT	View image in PDF format
02/12/2004 ANNUAL REPORT	View image in PDF format
01/29/2003 ANNUAL REPORT	View image in PDF format
04/02/2002 ANNUAL REPORT	View image in PDF format
02/05/2001 ANNUAL REPORT	View image in PDF format
05/09/2000 ANNUAL REPORT	View image in PDF format
05/17/1999 ANNUAL REPORT	View image in PDF format
02/13/1998 ANNUAL REPORT	View image in PDF format
04/04/1997 ANNUAL REPORT	View image in PDF format

Detail by Entity Name

	03/05/1996	ANNUAL	REPORT
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05/01/1995 -- ANNUAL REPORT

View image in PDF format

View image in PDF format

Florida Department of State, Division of Corporations



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

Detail by Entity Name

Florida Limited Liability Company STRYKR GROUP LLC				
Filing Information				
Document Number	L12000098017			
FEI/EIN Number	46-0703165			
Date Filed	07/30/2012			
State	FL			
Status	ACTIVE			
Last Event	REINSTATEMENT			
Event Date Filed	10/18/2013			
Principal Address				
6510 NW 95TH LANE PARKLAND, FL 33076				
Mailing Address				
6510 NW 95TH LANE PARKLAND, FL 33076				
Registered Agent Name & Address				
MATHER, TIMOTHY B 6510 NW 95 LANE PARKLAND, FL 33076				
Name Changed: 10/18/2013				
Address Changed: 10/18/2	013			
Authorized Person(s) Detail				
Name & Address				
Title MGR				
MATHER, TIMOTHY B 6510 NW 95TH LANE PARKLAND, FL 33076				
Title MGR				

MATHER, SANDRA A 6510 NW 95TH LANE PAKKLAND, FL 33010

Detail by Entity Name

Annual Reports

Report Year	Filed Date
2017	02/14/2017
2018	03/07/2018
2019	03/18/2019

Document Images

03/18/2019 ANNUAL REPORT	View image in PDF format
03/07/2018 ANNUAL REPORT	View image in PDF format
02/14/2017 ANNUAL REPORT	View image in PDF format
03/08/2016 ANNUAL REPORT	View image in PDF format
02/05/2015 ANNUAL REPORT	View image in PDF format
04/30/2014 ANNUAL REPORT	View image in PDF format
10/18/2013 REINSTATEMENT	View image in PDF format
07/30/2012 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

INSTR # 113200322 Page 1 of 3, Recorded 08/28/2015 at 03:05 PM Broward County Commission, Doc. D \$798.00 Deputy Clerk ERECORD

Prepared by and return to: William J. Anderson, Esq. Attorney at Law William J. Anderson, P.A. 101 Northeast 3rd Ave Suite 1500 Fort Lauderdale, FL 33301 954-332-3744 File Number: 15-012 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of August, 2015 between Bruce Randolph, a single man whose post office address is 6800 Cypress Rd., Apt. 106, Fort Lauderdale, FL 33317, grantor, and Richard E. Sterne, a single man whose post office address is 6800 Cypress Rd., Apt. 112, Fort Lauderdale, FL 33317, grantee:

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

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

Unit 106 of Royal Palm at Plantation, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 9849, Page(s) 231, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 504103-CG-0050

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014**.

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

Signed, sealed and delivered in our presence:

Witness Name: 40, 11, Jam RIMA Witness Name: ñ. mitche 11 & Auto Car

and M_(Seal)

Bruce L. Randolph

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 28th day of August, 2015 by Bruce L. Randolph, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



WILLIAM J. ANDERSON MY COMMISSION # EE 213264 EXPIRES: Saptember 30, 2016 Borded Timu Budget Notary Services Notary Public

Printed Name:

My Commission Expires:

DoubleTime

ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION. INC.

CERTIFICATE OF APPROVAL / DISAPPROVAL FOR THE PURCHASE / RENTAL OF A UNIT

THIS IS TO CERTIFY that:

Richard Steme

have been approved by Royal Palm at Plantation Condominium, Inc. as the Purchaser of the following described property in Broward County.

UNIT #106, of Royal Palm at Plantation Condominium, Inc. according to the Declaration of Condominium recorded in OFFICIAL RECORDS BOOK 9849, PAGE 231, of the Public Records of Broward County, Florida.

Said approval has been given pursuant to the provisions of the Declaration of Condominium of said condominium.

Dated this:

By:

NOTE: AFTER YOU CLOSE, PLEASE FAX A COPY OF YOUR CLOSING STATEMENT AND WARRANTY DEED TO THE MANAGEMENT COMPANY SO THEY MAY CHANGE THE NAME ON THE ACCOUNTS AND ORDER YOUR ASSESSMENT COUPONS. CFN # 104905075, OR BK 39436 Page 1219, Page 1 of 3, Recorded 04/14/2005 at 08:40 AM, Broward County Commission, Doc. D \$1225.00 Deputy Clerk 2020

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This Document Prepared By: MITCHELL E. MONROE, ESQ. MURRAY, SIMMONS & ZIEGLER, LLP 1401 EAST BROWARD BLVD., Suite FORT LAUDERDALE, FLORIDA 33301 200 Will Call #119

Parcel ID Number: 10103-CG-00500

Personal Representative's Deed

This Indenture, ÷Z is made this day of April ,2005 , by and between BRUCE M. LARSON and RICHARD D. LARSON

as Personal Representative of the Estate of SHIRLEY DEAN LARSON BRUCE RANDOLPH, a single man

, deceased, Grantor, and

whose post office address is: 6800 Cypress Road #106, Plantation, FL 33317

of the County of Broward State of Florida , Grantee. Witnesseth: Grantor, pursuant to the power of sale contained in the Last Will and Testament of SHIRLEY DEAN LARSON, deceased, and in consideration of the sum of One Dollar (\$1.00) paid to Grantor by Grantee, receipt of which is acknowledged, grants, bargains and sells to Grantee, and Grantee's heirs, successors and assigns forever, the real property in Broward County. Florida , described as: Condominium Parcel Number 106, ROYAL PALM AT PLANTATION, a

Condominium, according to the Declaration thereof, as recorded in Official Records Book 9849, Page 231, of the Public Records of Broward County, Florida.

(Continued on Attached)

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the real property. To Have And To Hold the same to Grantee, and Grantee's heirs, successors and assigns, in fee simple forever.

And Grantor does covenant to and with the Grantee, and Grantee's heirs, successors and assigns, that in all things preliminary to and in and about this conveyance, the power of sale contained in the Last Will and Testament SHIRLEY DEAN LARSON .deccased. and the laws of the State of Florida have been followed and complied with in all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid

Signed, sealed and delivered in our presence:

 \mathcal{M}

MH

Witness#1 to Bruce

Printed Name:

STATE OF

ESTATE OF SHIRLEY DEAN LARSON

ane m Tarson By: _ (Seal) BRUCE M. LARSON Personal Representative

P.O. Address: 400 NW 95th Avenue, Plantation, FL 33324

Printed Name: -Witness #2 to Bruce By:

MAC MILLAN Printed Name: JOHN Witness #1 to Richard

Florida

Printed Name: Witness #2 to

The foregoing instrument was acknowledged before me this

_ (Seal) RYCHARD D. LARSON

Personal Representative P.O. Address: 27 Sargent Street Melrose, MA 02176

2005

bγ

, deceased

as identification.

as personal representative of the estate of SHIRLEY DEAN LARSON who is personally known to me or who has produced his Druch Limit

BRUCE M. LARSON, Personal Representative



COUNTY OF Broward

Printed Name: M. MUNRI Notary Public

April

day of

Personal Representative's Deed - Page 2

Parcel ID Number: 10103-CG-00500

Subject to current taxes, easements and restrictions of record.

The Personal Representatives warrant that the interest is transferred free and clear of any personal representative's lien.

day of

.

COMMONWEALTH OF Massachusetts COUNTY OF Middlesex GYL The foregoing instrument was acknowledged before me this RICHARD D. LARSON, Personal Representative

April

,2005 by

as personal representative of the estate of SHIRLEY DEAN LARSON He is personally known to me or he has produced his

, deceased. as identificatign. Printed/ Name: a. Notary Public My Commission Expires: MARSHA GRANT Notary Public of Ma Jan 20, 200

CERTIFICATE OF APPROVAL

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ROYAL PALM AT PLANTATION CONDOMINIUM, INC.

THIS IS TO CERTIFY that <u>Bruce Reduct</u> has been approved by Royal Palm at Plantation Condominium, Inc. as the Purchaser of the following described property in Broward County.

UNIT $\frac{10 \text{ km}}{10 \text{ cm}}$, of Royal Palm at Plantation Condominium, Inc. according to the Declaration of Condominium recorded in OFFICIAL RECORDS BOOK 9849, PAGE 231, of the Public Records of Broward County, Florida.

Said approval has been given pursuant to the provisions of the Declaration of Condominium of said condominium.

Dated this: April 7 2005 By: Mad R. Conner, Pres ident Board of Director Donald R. John & (Sec)

STATE OF FLORIDA COUNTY OF BROWARD

Before me personally appeared $\frac{Demail D}{Max R} \frac{Conformed}{Conformed} R$ (Sec.) Before me personally appeared $\frac{Max R}{Max R} \frac{Conformed}{Conformed}$ known to me to be the persons who says that he is the $\frac{President}{President}$ of Royal Palm at Plantation Condominium, Inc., a not for profit corporation under the laws of the State of Florida, and that the statements contained in said dertificate are true and SWORN AND SUBSCRIBED before me this $\frac{1}{2}$ day of $\frac{1}{4}$ 2005.

MOTARY PUBLIC

Paul J. Gallo Commission #DD258826 Expires: Oct 19, 2007 Bonded Thru Atlantic Bonding Co., Inc.

Drivertieners Of

CFN # 104905076, OR BK 39436 Page 1222, Page 1 of 2, Recorded 04/14/2005 at 08:40 AM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 2020

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This Document Prepared By: MITCHELL E. MONROE, ESQ. MURRAY, SIMMONS & ZIEGLER, LLP 1401 EAST BROWARD BLVD., Suite 200 FORT LAUDERDALE, FLORIDA 33301 Will Call #119

Parcel ID Number: 10103-CG-00500

Quitclaim Deed

This Quitclaim Deed, Made this of day of April , 2005 A.D., Between BRUCE M. LARSON, a single man, and RICHARD D. LARSON, a married man

of the County of Broward , State of Florida , grantors, and BRUCE RANDOLPH, a single man

whose address is: 6800 Cypress Road #106, Plantation, FL 33317

of the County of Broward , State of Florida , grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and quitclaimed to the said GRANTEE and GRANTEE's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit: Condominium Parcel Number 106, ROYAL PALM AT PLANTATION, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 9849, Page 231, of the Public Records of Broward County, Florida.

The subject real property in not now the homestead of any of the Grantors. That none of the Grantors nor their respective spouses, if any, nor any member of their respective immediate families reside on or adjacent to the subject real property.

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

In Witness Whereof, the grantors have hereunto set its hands and seals the day and year first above written.

Signed, sealed, and delivered in our presence:		
Printed Name: M. MUNRE Witness#1 to Bruce	By: Dun Manson BRUCE M. LARSON P.O. Address: 400 NW 95th Avenue, Plantation, FL 3332	(Seal)
Printed Name: Witness#2 to Bruce Printed Name: Witness#1 to Bichard Printed Name: Printed Name: Printed Name: Witness#2 to Richard	By: RICHARD D. LARSON P.O. Address: 27 Sargent Street Melrose, MA 02176	(Seal)
STATE OF Florida COUNTY OF Broward The foregoing instrument was acknowledged before me this BRUCE M. LARSON	day of April ,	2005 by
who is personally known to me or who has produced his DENCES L M. MONROE MY COMMISSION # DD 268078 EXPIRES: November 30, 2007 Bonded Thru Notary Public Underwriters	Printed Name: M. MONESe Notary Public My Commission Expires:	as identification.

Laser Generated by C Display Systems, Inc., 2003 (863) 763-5555 Form FLQCD-1

Quitclaim Deed - Page 2

Parcel ID Number: 10103-CG-00500

COMMONWEALTH OF Massachusetts COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this **RICHARD D. LARSON**

at day of

.

,2005 by

who is personally known to me or who has produced

as identification. Printed Name: Notary Public My Commission Expires: MARSHA GRANT Notary Public mealth of Massachusetts Com ion Expires Jan 20, 2006

April

97-137476 T#001 03-18-97 11:49AM 15.11

PREPARED BY AND RETURN TO: BARBARA ENGEL TOWN & COUNTRY TITLE GUARANTY OF HOLLYWOOD 6565 TAFT STREET HOLLYWOOD, FLORIDA 33024 97-0346B 4 462.00 DOCU. STAMPS-DEED RECVD.BROWARD CNTY B. JACK OSTERHOLT

COUNTY ADMIN.

WARRANTY DEED

(Ind. - Ind.) (Statutory Form-Section 689.02 P.S.)

This Indenture, made this 14th day of March, 1997, between MARIA MARIN, a single person whose post office address is 6800 CYPRESS ROAD #106, PLANTATION, FLORIDA, 33317.

hereinafter called the Grantor⁺, and SHIRLEY LARSON, a single person whose post office address is 6800 CYPRESS ROAD #106, PLANTATION, FLORIDA 33317, hereinafter called the grantee⁺.

WITNESSETH: That said grantor, for and in consideration of the sum of TEN AND NO/100 (\$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 and assigns forever, the following described land, situate, lying and being in BROWARD County, Plorida, to wit:

Property Folio No. 0103-CG-005

Condominium Parcel Number 106, ROYAL PALM AT PLANTATION, a Condominium, according to the Declaration thereof, recorded in Official Records Book 9849, Page 231 of the Public Records of Broward County, Florids.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

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

"Grantor" and "grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our-presence. ur Signature of Witness ANIEE \tilde{O} /). Witness Fint/Type name of ¢ QL Signature of Witness resle \sim Print/Type name of Witness

へ MARIA MARIN

12529 WOODMILL DR PALM BEACH GARDENS, FL 33418

BK 26160P6082

12 . . .

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1997, by MARIA MARIN, a single person \Box who is(are) personally known to me or \Box who has(have) produced valid drivers licenses or as identification.

el (SEAL) UZ. Notary íblic D. O' CONNELL ANIES

TAX IDENTIFICATION NUMBER INFORMATION: SHIRLEY LARSON SS#: SS#:



WILL CALL/RETURN TO TOWN & COUNTRY TITLE GUARANTY 6565 TAFT ST., HOLLYWOOD, FL 33024

7-0346B



DADE OFFICE 12079 S.W. 131st Avenue Miami, Florida 33186 (305) 255-3000 1 (800) 927-4599 Fax (305) 238-3535 / 238-7957 BROWARD OFFICE 1067 Shotgun Road Suntse, Florida 33328 (954) 476-6222 Dade 577-3301 Fax (954) 424-7403

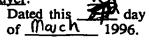
AVENTURA OFFICE 20815 N.E. 16th Avenue, B-14 North Mlarni Beach, FL 33179 (305) 654-8682 Fax (305) 654-8205

PLEASE REPLY TO BROWARD OFFICE

CERTIFICATE OF APPROVAL

CONSENT OF THE BOARD OF DIRECTORS OF ROYAL PALM CONDOMINIUM ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT

We hereby certify that the Board of Directors of Royal Palm Condominium Association, Inc. has consented to the purchase/lease of Unit Number <u>106</u> of Royal Palm Condominium Association Inc., From <u>Maria Marin</u> as <u>owner</u> to <u>Shirley Larson</u> as <u>buyer</u>.



BK 26160PG0827

Such approval has been given pursuant to the previous of the declaration of the condominium and all exhibits attached to the declaration of the condominium and any amendments thereto, if any.

Dated this _____ day of _____, 1996.

Attest:_____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS)

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLOBIDA COUNTY ADMINISTRATOR

cercoule.

BEFORE ME, the undersigned authority, personally appeared <u>Mutual</u> (Mutual) and <u>Developed</u> Royal Palm, Board of Directors both personally known to me and known to be the persons described in and who executed the foregoing instrument as the duly appointed member of the ORIENTATION COMMITTEE and as the duly elected board of directors for the Royal Palm Condominium Association, Inc., and they severally acknowledge before me that they executed such instrument as REPRESENTATIVE and OFFICER of SAID CORPORATION, and that the SEAL AFFIXED thereto is the CORPORATE SEAL of SAID CORPORATION, and that said instrument is free act and deed of said CORPORATION and was executed for the purposes therein expressed.

WITNESSED my hand and official seal in said COUNTY and STATE aforesaid this ______ day of ______ Maul____, 1996.

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Othels if

CALL/RETURN TO TOWN & COUNTRY TITLE GUARANTY 6565 TAFT ST., HOLLYWOOD, FL 33024

97-0346B

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of the August 16, 2017, by Richard Sterne ("Assignor"), to Edward J. Bohne III ("Assignee"). Witnesseth:

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to Assignee the entire lessor's interest in and to all leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit "A" annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property");

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property now or hereafter made affecting the Mortgaged Property or any portion thereof, including, but not limited to any and all proprietary leases with respect to the Mortgaged Property, together with any extension or renewal of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment; The proprietary leases and other agreements described above together with all other present and future proprietary leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases"; TOGETHER WITH:

(a)

all rents, income, issues and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits (including all oil and gas or over mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property, including but not limited to all common charges, maintenance charges, assessments and other charges assessed by Assignor with respect to the Mortgaged Property (hereinafter collectively referred to as the "Rents").

(b)

all of Assignor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, <u>11 U.S.C.A. §§ 1101 et seq.</u>, as the same may be amended (the "Bankruptcy Code").

(c)

all of Assignor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Assignor (individually, a "Lease Guaranty", collectively, the "Lease Guaranties").

(d)

All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

THIS ASSIGNMENT is made in consideration of that certain mortgage loan made by Assignee to Assignor evidenced by that certain promissory note made by Assignor to Assignee, dated the date hereof, in the principal sum of **\$190,000.00** (the "Note"), and secured by that certain amended and restated mortgage and security agreement given by Assignor to Assignee, dated the date hereof, covering the Mortgaged Property and intended to be duly recorded (the "Mortgage"). The principal sum, interest and all other sums due and payable under the Note and Mortgage are collectively referred to as the "Debt". The documents other than this Assignment, the Note or the Mortgage now or hereafter executed by Assignor and/or others and by or in favor of Assignee which wholly or partially secure or guarantee payment of the Debt are hereinafter referred to as the "Other Security Documents."

ASSIGNOR WARRANTS that (i) Assignor is the sole owner of the entire lessor's interest in the Leases; (ii) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as herein set forth; (iii) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (iv) none of the Rents have been collected for more than one (1) month in advance; (v) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (vi) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (vii) there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor (a) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Debt; (b) shall enforce all of the terms, covenants and conditions contained in the Leases upon the part of the lessees thereunder to be observed or performed, short of termination thereof; (c) shall not collect any of the Rents more than one (1) month in advance; (d) shall not execute any other assignment of lessor's interest in the Leases or the Rents; (e) shall not alter, modify or change the terms of the Leases without the prior written consent of Assignee, or, except if the lessee is in default thereunder, cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the Mortgaged Property or of any interest therein so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder; (f) shall not alter, modify or change the terms of any guaranty of any of the Leases or cancel or terminate any such guaranty without the prior written consent of Assignee; (g) shall not consent to any assignment of or subletting under the Leases not in accordance with its terms, without the prior written consent of Assignee; (h) shall execute and deliver at the request of Assignee all such further assurances. confirmations and assignments in connection with the Mortgaged Property as Assignee shall from time to time require; and (i) shall not enter into any new lease of the Mortgaged Property except on a form of lease approved by Assignee.

ASSIGNOR FURTHER COVENANTS with Assignee that (A) all Leases shall be written on the standard form of lease which has been approved by Assignee; (B) upon request, Assignor shall furnish Assignee with executed copies of all Leases; (C) no material changes may be made to the Assignee-approved standard lease without the prior written consent of Assignee; (D) in addition, all renewals of Leases and all proposed leases shall provide for rental rates comparable to existing local market rates and shall be arms-length transactions; (E) all T eases shall provide that they are subordinate to the Mortgage and that the lessees agree to attorn to Assignee.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

PART I GENERAL PROVISIONS

1.

PRESENT ASSIGNMENT. Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, Lease Guaranties, and Bankruptcy Claims, it being intended by Assignor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereafter be requested by Assignee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Mortgaged Property and to collect the Rents and over sums due under the Lease Guaranties and Bankruptcy Claims. Assignor shall hold the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Assignee for use in the payment of such sums. Upon an Event of Default, as defined in the Note and the Mortgage, the License granted to Assignor herein shall automatically be revoked, and Assignee shall immediately be entitled to possession of all Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, whether or not Assignee enters upon or takes control of the Mortgaged Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon revocation of the license granted herein, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims. Any Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims collected after the revocation of the license may be applied toward payment of the Debt in such priority and proportions as Assignee in its discretion shall deem proper.

2. REMEDIES OF ASSIGNEE.

(a)

Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all costs and attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver

and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. Assignee shall be entitled to require that all payments due under any Lease, including, without limitation, all rental payments under any Lease, be paid directly to a lockbox account designed by Assignee. For purposes of this paragraph 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this paragraph 2 and the collection of the Rents and all sums received pursuant to any Lease Guaranty and Bankruptcy Claims and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, the Leases, this Assignment or the Other Security Documents.

(b)

Upon or at any time after the occurrence of an Event of Default, Assignee shall have the right in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(c)

If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to <u>Section 365(a) of the Bankruptcy</u> <u>Code</u>, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign He Lease to Assignee pursuant to <u>Section 365 of the Bankruptcy Code</u> and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

3.

NO LIABILITY OF ASSIGNEE. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after default unless such loss is caused by the willful misconduct or bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall. and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all chime and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the Other Security Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby and the Mortgage and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged

Property, including, without limitation, the presence of any Hazardous Materials (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4.

NOTICE TO LESSEES. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Mortgaged Property upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that a default exists thereunder or under this Assignment, the Note or the Other Security Documents to pay over to Assignee all Rents and all sums under any Lease Guaranty and to continue so to do until otherwise notified by Assignee.

5.

OTHER SECURITY. Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6.

OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be cleaned to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage, or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7.

NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8.

CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9.

NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10.

CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word Assignee "shall mean Assignee and any subsequent holder of the Note," the word "Note" shall mean The Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words Mortgaged Property shall include any portion of the Mortgaged Property and any interest therein, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11.

NON-WAIVER. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the Other Security Documents, (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the Other Security Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12.

INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13.

DUPLICATE ORIGINALS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14.

GOVERNING LAW. This Assignment shall be governed and construed in accordance with the laws of the state in which the Mortgaged Property is located.

15.

TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed by Assignee, this Assignment shall become and be void and of no effect.

16.

TRANSFER BY ASSIGNEE. No consent by Assignor shall be required for any assignment or reassignment of the rights of Assignee under this Assignment. All references to "Assignee" hereunder shall be deemed to include the assigns of Assignee.

17. EXCULPATION.

(a)

Subject to the provisions of this paragraph 17, and notwithstanding any other provision in the Note, this Assignment or any of the Other Security Documents, the personal liability of Assignor to pay the Debt shall be limited to (i) the Mortgaged Property, (ii) the Rents received or collected by or on behalf of Assignor after an Event of Default, except to the extent that Assignor did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such sums, and (c) the Collateral as that term is defined in that certain Stock Pledge and Assignment Agreements dated as of the date hereof given by Assignor in favor of Assignee.

(b)

Except as provided in this paragraph 17, Lender shall not seek (i) any judgment for a deficiency against Assignor or Assignor's heirs, legal representatives, successors or assigns, in any action to enforce any right or remedy under this Assignment, or (ii) any judgment on the Note except as may be necessary in any action brought under this Assignment to enforce the lien against the Mortgaged Property. No provision of this paragraph shall (i) affect any guaranty or similar agreement executed in connection with the debt evidenced by the Note, (ii) release or reduce the debt evidenced by the Note, or (iii) impair the lien of the Mortgage.

(c)

Assignor shall be personally liable in the amount of any loss, damage or cost resulting from (i) fraud or intentional misrepresentation by Assignor, or any person or entity employed by or an agent of Assignor, in connection with obtaining the loan evidenced by the Note, (ii) insurance proceeds, condemnation awards, or other sums or payments attributable to the Mortgaged Property not applied in accordance with the provisions of this Assignment, except to the extent that Assignor did not have the legal right, because of a bankruptcy, receivership, or similar judicial proceeding, to direct disbursement of such sums or payments, (iii) all Rents received following any Event of Default under the Note or this Assignment and not applied to payment of principal and interest due under the Note (including any such Rents received or collected by or on behalf of Assignor after an Event of Default, except to the extent that Assignor did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such Rents), (iv) Assignor's failure to pay transfer fees and charges due Assignee under the Note or this Assignment in connection with any transfer of all or any part of the Mortgaged Property, or any interest Herein, to the extent permitted herein by Lender, from Assignor to Assignor's transferee, or transfer of beneficial interest in Assignor (if Assignor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), (v) a default by Assignor under paragraph 32 of the Mortgage, (vi) failure to pay any recording taxes or documentary stamps or other charges required in connection with the Mortgage, (vii) misapplication or misappropriation of Rents or security deposits collected in advance, (viii) the inability of Lender to enforce the Collateral Assignment of Leases and Rents executed by Maker in favor of Lender with regard to the Mortgaged Property; provided, however, in the event state or federal law prohibits enforcement of the Collateral Assignment of Leases and Rents, this subsection (viii) shall not apply, (ix) failure of Maker to comply with all provisions of the Note, the Mortgage or Other Security Documents regarding delivery of financial or operating statements, or (x) material defaults under Paragraphs 51 or 9 of the Mortgage.

(d)

No provision of this paragraph shall (i) affect any guaranty or similar agreement executed in connection with the debt evidenced by the Note, (ii) release or reduce the debt evidenced by the Note, or (iii) impair the lien of this Assignment.

18.

NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (defined below) after having been deposited for overnight

delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: If to Assignor:

With a copy to:

If to Assignee: 101 NE 3rd Ave., Suite 1500, Ft. Lauderdale, FL 33301

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "Business Days shall mean a day on which commercial banks are not authorized or required by law to close in Broward County, Florida.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

(Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this $\underline{\mathcal{U}}$ day of August, 2017 by Richard Sterne personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



WILLIAM J. ANDERSON MY COMMISSION # FF 997181 EXPIRES: September 30, 2020 Bonded Thru Budget Notary Services Notary Public

Printed Name:

My Commission Expires:

Exhibit A

Unit 106 of ROYAL PALM AT PLANTATION, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 9849, Page 231, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 504103 CG 0050

and

Condominium Parcel Number 208 of ROYAL PALM AT PLANTATION, a condominium, according to the Declaration of Condominium thereof, and Exhibits attached thereto as recorded in Official Records Book 9849, Page 231 of the Public Records of Broward County, Florida.

Parcel Identification Number: 504103 CG 0220

and

Unit 321 of OMEGA CONDOMINIUM NO. 3, a condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5534, Page 54, of the Public Records of Broward County, Florida, and all amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 494134 AB 0580

Prepared by and return to: William J. Anderson, Esq. Attorney at Law William J. Anderson, P.A. 101 Northeast 3rd Ave Suite 1500 Fort Lauderdale, FL 33301 954-332-3744 File Number: 15-012 Will Call No.:

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$50,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this August 28, 2015 by and between Richard E. Sterne whose address is 6800 Cypress Rd., Apt. 112, Fort Lauderdale, FL 33317, hereinafter called the Mortgagor, and Strykr Group, LLC whose address is 6510 NW 95 Lane, Parkland, FL 33076, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Unit 106 of Royal Palm at Plantation, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 9849, Page(s) 231, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$50,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

- 1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
- 2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee, with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy. Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.
- 3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
- 4. To permit no other lien or mortgage to be placed ahead of this mortgage.
- 5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
- 6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgage. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
- 7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

8. Event of Default. The word "Default" and the phrase "Event of Default", wherever used in this Mortgage shall mean and include any one or more of the following events:

(a) Any failure by Mortgagor to pay principal, interest or any other sum of money due under the Note or the Mortgage, as and when due allowing for applicable notice and grace, if any; or

(b) Failure by Mortgagor to duly keep, observe and perform any covenant, condition or agreement of this Mortgage to be kept or performed by Mortgagor other than an obligation to pay money, after written notice of such failure is mailed by Mortgagee and same is not cured by Mortgagor within thirty (30) days of Mortgagee's mailing of the notice, or if not capable of cure within thirty (30) days, Mortgagor has failed to commence action to cure same or having commenced remedial action, fails to cure same within a reasonable time.

(c) if Mortgagor shall (l) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated a bankrupt, or admit in writing its inability to pay its debts as they become due or (3) make a general assignment for the benefit of creditors or (4) file a petition or answer seeking

reorganization or arrangement with creditors, or to take advantage of any insolvency law or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding or (6) action shall be taken by the Mortgagor for the purpose of effecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution. Mortgagor hereby waives its right to object to any motion for relief from stay filed by Mortgagee.

9. Mechanics' Liens. The Mortgagor will pay from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Mortgage shall be preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

10. Taxes, Assessments and Charges. Mortgagor shall pay when and as due all taxes, assessments (whether general or special) including any property owner association and improvement district assessments and other charges whatsoever levied, assessed, placed or made against all or any part of the Mortgaged Property.

11. Maintenance. Mortgagor shall do everything necessary to maintain the Mortgaged Property in good condition, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Mortgaged Property, and shall comply with (or cause compliance with) all applicable statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Mortgaged Property or the use thereof.

12. Fees and Expenses. Mortgagor shall pay any and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to enforce any of Mortgagee's rights under this Mortgage or to recover any indebtedness secured hereby, whether suit be brought or not.

13. Governing Law; Venue. This Mortgage shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Broward County, Florida.

14. Miscellaneous. Time is of the essence of all provisions of the Obligations and of this Mortgage. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

15. Notices. Whenever Mortgager or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail (return receipt requested), in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage. This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

16. The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by

sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

17. MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO) ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN. MAKER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. MAKER ACKNOWLEDGES THAT THE LENDER HAS BEEN INDUCED TO ENTER INTO THIS LOAN, INCLUDING THIS NOTE, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at Broward County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

Witness Witness Witness Witness Witness Witness

Witness Name: Lasera

THIS IS A BALLOON MORTGAGE AND THE PRINCIPAL PAYMENT FINAL OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$50,000.00, TOGETHER WITH ACCRUED INTEREST. IF ANY, AND ALL **ADVANCEMENTS** MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTG

(Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 28th day of August, 2015 by Richard E. Sterne, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



WILLIAM J. ANDERSON MY COMMISSION # EE 213284 EXPIRES: September 30, 2016 Bonded Thru Budge: Notary Services

Notary Public

Printed Name:

My Commission Expires:

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **28th** day of **August**, **2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Strykr Group**, **LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6800 Cypress Road, Plantation, FL 33317 [Property Address]

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

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

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

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

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

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

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

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing, as to the inadequacy of the Property as security.

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

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

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

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

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

(Seal)

Righard E Sterne -Borrower

NON-OWNER OCCUPIED-INVESTMENT ONLY RIDER

THIS NON-OWNER OCCUPIED-INVESTMENT ONLY RIDER is made this 28th day of August, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Strykr Groop, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

6800 Cypress Rd. Unit 106, Plantation, FL 33317 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the below paragraphs supplement the security instrument as follows:

1. Occupancy. Borrower shall NOT occupy the subject premises, and shall only use, the Property as an investment for rental business purposes only.

2. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this NON-OWNER OCCUPIED INVESTMENT ONLY Rider.

(Seal) Sterne -Borrower

Instr# 114566028 , Page 1 of 5, Recorded 08/17/2017 at 11:36 AM
Broward County Commission
Mtg Doc Stamps: \$665.00 Int Tax: \$380.00

Prepared by and return to: William J. Anderson, Esq. Attorney at Law William J. Anderson, P.A. 101 Northeast 3rd Ave Suite 1500 Fort Lauderdale, FL 33301 954-332-3744 File Number: 17-038 Will Call No.:

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$190,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this August 16, 2017 by and between Richard E. Sterne, a single man whose address is 6800 Cypress Rd., Apt. 112, Fort Lauderdale, FL 33317, hereinafter called the Mortgagor, and Edward J. Bohne III whose address is 9908 Sundance Ct., Parkland, FL 33076, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Broward** County, Florida, to-wit:

Unit 106 of ROYAL PALM AT PLANTATION, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 9849, Page 231, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

and

Condominium Parcel Number 208 of ROYAL PALM AT PLANTATION, a condominium, according to the Declaration of Condominium thereof, and Exhibits attached thereto as recorded in Official Records Book 9849, Page 231 of the Public Records of Broward County, Florida.

and

Unit 321 of OMEGA CONDOMINIUM NO. 3, a condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5534, Page 54, of the Public Records of Broward County, Florida, and all amendments thereto, together with its undivided share in the common elements.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$190,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

- 1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
- 2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the two times the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.
- 3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof other than for demolition purposes.
- 4. To permit no other lien or mortgage to be placed ahead of this mortgage.
- 5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
- 6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
- 7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

8. Event of Default. The word "Default" and the phrase "Event of Default", wherever used in this Mortgage shall mean and include any one or more of the following events:

(a) Any failure by Mortgagor to pay principal, interest or any other sum of money due under the Note or the Mortgage, as and when due allowing for applicable notice and grace, if any; or

(b) Failure by Mortgagor to duly keep, observe and perform any covenant, condition or agreement of this Mortgage to be kept or performed by Mortgagor other than an obligation to pay money, after written notice of such failure is mailed by Mortgagee and same is not cured by Mortgagor within thirty (30) days of Mortgagee's mailing of the notice, or if not capable of cure within thirty (30) days, Mortgagor has failed to commence action to cure same or having commenced remedial action, fails to cure same within a reasonable time.

(c) If Mortgagor shall (1) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated a bankrupt, or admit in writing its inability to pay its debts as they become

due or (3) make a general assignment for the benefit of creditors or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding or (6) action shall be taken by the Mortgagor for the purpose of effecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution. Mortgagor hereby waives its right to object to any motion for relief from stay filed by Mortgagee and Mortgagor shall provide reasonable further assurance of such waiver if requested by Mortgagee.

9. Mechanics' Liens. The Mortgagor will pay from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Mortgage shall be preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

10. Taxes, Assessments and Charges. Mortgagor shall pay when and as due all taxes, assessments (whether general or special) including any property owner association and improvement district assessments and other charges whatsoever levied, assessed, placed or made against all or any part of the Mortgaged Property.

11. Maintenance. Mortgagor shall do everything necessary to maintain the Mortgaged Property in good condition, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Mortgaged Property, and shall comply with (or cause compliance with) all applicable statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Mortgaged Property or the use thereof.

12. Fees and Expenses. Mortgagor shall pay any and all costs, expenses and reasonable attorneys' fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to enforce any of Mortgagee's rights under this Mortgage or to recover any indebtedness secured hereby, whether suit be brought or not.

13. Governing Law; Venue. This Mortgage shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Broward County, Florida.

14. Miscellaneous. Time is of the essence of all provisions of the Obligations and of this Mortgage. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor's heirs, personal representatives and permitted successors and assigns. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

15. Notices. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail (return receipt requested), in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage. This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

16. The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale

or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

17. MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO) ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN. MAKER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. MAKER ACKNOWLEDGES THAT THE LENDER HAS BEEN INDUCED TO ENTER INTO THIS LOAN, INCLUDING THIS NOTE, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at Broward County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

Wi Name:

Witness Name: _____

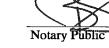
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$190,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

(Seal) Richa

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 16th day of August, 2017 by Richard E. Sterne, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]





WILLIAM J. ANDERSON MY COMMISSION # FF 997181 EXPIRES: September 30, 2020 Bonded Thru Budget Notary Services

Printed Name:

My Commission Expires:

Instr# 114566028 , Page 5 of 5, End of Document

NON-OWNER OCCUPIED-INVESTMENT ONLY RIDER

THIS NON-OWNER OCCUPIED-INVESTMENT ONLY RIDER is made this <u>16</u> day of August, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Edward J. Bohne, III (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

> 7100 NW 17th St., Unit 321, Plantation, FL 33313 6800 Cypress Rd., Unit 208, Ft. Lauderdale, FL 33317 6800 Cypress Rd., Unit 106, Ft. Lauderdale, FL 33317 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the below paragraphs supplement the security instrument as follows:

1. Occupancy. Borrower shall NOT occupy the subject premises, and shall only use, the Property as an investment for rental business purposes only.

2. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this NON-OWNER OCCUPIED INVESTMENT ONLY Rider.

(Seal) Sterne -Borrower

CFN # 104750818, OR BK 39099 Page 809, Page 1 of 1, Recorded 02/21/2005 at 08:43 AM, Broward County Commission, Deputy Clerk 2140

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA PROBATE DIVISION

IN RE: Estate of FILE NO. OU - 6258

SHIRLEY DEAN LARSON,

63

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN:

WHEREAS, SHIRLEY DEAN LARSON, a resident of Broward County, Florida, died on owning assets in the State of Florida, and

WHEREAS, BRUCE M. LARSON and RICHARD D. LARSON have been appointed personal representatives of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare BRUCE M. LARSON and ORICHARD D. LARSON duly qualified under the laws of the State of Florida to act as personal representatives of the estate of SHIRLEY DEAN LARSON, deceased, with full power to administer the Oestate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make

ORDERED on day of

MARK A. SPEISER

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FEB 15

PM 3: 56

PROBATE

ACTING IN THE ABSENCE OF JUDGE

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AFTER RECORDING - RETURN TO

PERMIT NUMBER

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713,
Florida Statues the following information is provided in the Notice of Commencement.
1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 504103CE

SUBDIVISION BLOCK TRACT BLDG_ UNIT LOT PLA 100 5800 <u>CYPRess</u> ROAD A I CA 2. GENERAL DESCRIPTION OF IMPROVEMENT: REPLACE GAS HEATER 3 OWNER INFORMATION a Name ROYAL PALM AT PLANTATION CONDO ASSN b Address 450 INVERRARY BLVD LAUDEHILL, FL 33319 c Interest in property d Name and address of fee simple titleholder (if other than Owner) CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: SPARKLING POOLS & SPA, LLC 480 SAILBOAT CIRCLE, WESTON FLOEIDA 33326 (954) 624-2785 5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT: 6 LENDER'S NAME, ADDRESS AND PHONE NUMBER: Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes: 754-300-6468 NAME, ADDRESS AND PHONE NUMBER: UNI CALL MANAGEMENT -4502 8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes NAME, ADDRESS AND PHONE NUMBER: 9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified). 20 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713 13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. esident tverhar MIL onstance Print Name and Provide Signatory's Title/Office Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager State of Florida County of Broward 22 The foregoing instrument was acknowledged before me this day of v Į Presi ns e OA By (type of authority, e g. officer, trustee, attorney in fact) (nappeof person) Koyal tion alm ŀ lanta b (name of party on behalf of whom instrument was executed) Personally known or ____ produced the following type of identification: ____ NARESH RAY BACHAN (Signature of Notary Public) MY COMMISSION # FF953516 EXPIRES February 28, 2020

Under Petters of Bergury, Futer Three rend the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

		Officer/ Director / Partner/Manager who signed above
(By MUMPAULE () C	realling hardent	Ву
Rev 08-09-07 (S Recording)		

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

RICHARD E. STERNE 6800 CYPRESS RD., APT. 112 FORT LAUDERDALE, FL 33317

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 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 March 31, 2020\$9,185.44

Or

* Estimated Amount due if paid by April 14, 2020\$9,298.78

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>April 15, 2020</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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EDWARD J. BOHNE III 9908 SUNDANCE CT. PARKLAND, FL 33076

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STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076

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JENNINGS & VALANCY PA, REGISTERED AGENT O/B/O ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. 311 SE 13TH STREET FT. LAUDERDALE, FL 33316

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 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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ROYAL PALM AT PLANTATION CONDOMINIUM ASSOCIATION, INC. C/O ON CALL MANAGEMENT, LLC 4502 INVERRARY BLVD LAUDERHILL, FL 33319

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SPARKLING POOLS & SPA, LLC 480 SAILBOAT CIRCLE WESTON, FL 33326

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 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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TIMOTHY B MATHER, REGISTERED AGENT O/B/O STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076

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CITY OF PLANTATION ATTN ANNA C OTINIANO FINANCE DIRECTOR 400 NW 73 AVE PLANTATION, FL 33317

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- * Estimated Amount due if paid by March 31, 2020\$9,185.44
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THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>April 15, 2020</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

Or

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

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

SPARKLING POOLS & SPA, LLC C/O WIMAR MUNOZ 480 SAILBOAT CIR WESTON, FL 33326

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 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> <u>THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.</u>

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

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

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

- * Estimated Amount due if paid by March 31, 2020\$9,185.44
- Or * Estimated Amount due if paid by April 14, 2020\$9,298.78

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

STERNE, RICHARD E 5681 SW 5 ST PLANTATION, FL 33317

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

STERNE, RICHARD E 6800 CYPRESS RD #106 PLANTATION, FL 33317

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6800 CYPRESS ROAD #106, PLANTATION, FL 33317 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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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: TD 44463 APRIL 2020 WARNING STRYKR GROUP, LLC 6510 NW 95 LANE PARKLAND, FL 33076 	A. Signature A. Signature B. Received by (Printed Name) D. Is delivery address different from If YES, enter delivery address	
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