

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

www.GrantStreet.com

## **UPDATE REPORT**

### UPDATE ORDER DATE: 10/20/2020

### REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 10/18/2020 CERTIFICATE # 2017-5501 ACCOUNT # 494122AA1020 ALTERNATE KEY # 233479 TAX DEED APPLICATION # 45733

COUNTY, STATE: BROWARD, FL

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

### **LEGAL DESCRIPTION:**

Condominium Unit 6M of Condominium 9 of Environ I, according to the Declaration of Condominium thereof, recorded in Official Records Book 5137, at Page 197, of the Public Records of Broward County, Florida.

### PROPERTY ADDRESS: 6911 ENVIRON BOULEVARD #6M, LAUDERHILL FL 33319

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

ENVIRON CONDO #1 ASSN INC % STRALEY & OTTO PA 2699 STIRLING RD STE 207-C FORT LAUDERDALE, FL 33312 (Matches Property Appraiser records.)

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

ENVIRON CONDOMINIUM #1 ASSOCIATION, INC. C/O STRALEY & OTTO, P.A. 2699 STIRLING ROAD - SUITE C 207 FORT LAUDERDALE, FL 33312 (Per Certificate of Title)

ENVIRON CONDOMINIUM I ASSOCIATION, INC. 6901 ENVIRON BLVD #1-F LAUDERHILL, FL 33319 (Per Sunbiz)

BECKER & POLIAKOFF, REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION, INC. 1 EAST BROWARD BLVD., SUITE 1800 FORT LAUDERDALE, FL 33301 (Per Sunbiz)

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

### **MORTGAGE HOLDER OF RECORD:**

No new documents found.

**LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:** No new documents found.

# **UPDATE REPORT – CONTINUED**

# PARCEL IDENTIFICATION NUMBER: 4941 22 AA 1020

**CURRENT ASSESSED VALUE:** \$84,100 **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:** No new documents found.

\*\*Update search found no new recorded documents.

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

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

Christina Young

Title Examiner



Site Address	6911 ENVIRON BOULEVARD #6M, LAUDERHILL FL 33319	ID #	4941 22 AA 1020
	ENVIRON CONDO #1 ASSN INC	Millage	1912
	% STRALEY & OTTO PA	Use	04
Mailing Address	2699 STIRLING RD STE 207-C FORT LAUDERDALE FL 33312		
Abbr Legal Description	ENVIRON I CONDO 9 UNIT 6M		

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).

				Pro	perty Assessment	Valu	es				
Year	Land		Building Improven		Just / Marl Value	Just / Market Value		Assessed / SOH Value		Тах	
2019	\$8,410		\$75,690	)	\$84,100	\$84,100		5,260			
2018	\$7,140		\$64,270	)	\$71,410		\$50	0,240		\$1,8	24.68
2017	\$5,220		\$46,980	)	\$52,200		\$4	5,680		\$1,5	90.87
		<b>20</b> 1	19 Exemp	tions	and Taxable Values	s by '	Taxing Aut	hority			
			Coι	unty	School B	bard	Mu	nicipal		Inc	lependent
Just Valu	e		\$84	,100	\$84	,100	\$	84,100			\$84,100
Portabilit	y			0		0		0			0
Assessed	I/SOH		\$55	,260	\$84	,100	\$	55,260			\$55,260
Homestea	ad			0		0		0		0	
Add. Hom	nestead		0			0		0		0	
Wid/Vet/D	is		0			0		0		0	
Senior			0			0		0		0	
Exempt T	уре			0		0		0	(		0
Taxable			\$55	,260	\$84	,100	\$	\$55,260 \$			\$55,260
		Sale	es History				L	and Cal	cula	tions	
Date	Туре		Price	Bo	ok/Page or CIN		Price	Fa	ctor	,	Туре
1/8/200	9 CET-T		\$100		45943 / 295						
4/22/200	4 WD	\$	81,500		37343 / 32						
8/30/200	2 WD	\$	78,500		33760 / 783						
2/1/197	3 WD	\$	34,900		5648 / 743						
		Î						Bldg. S.F			1110
	я			n				leds/Bat			1/2/2
							Eff./Ac	t. Year E	Built:	1973/1	972
				S	pecial Assessmer	ts					
					<u>г.</u> г.			r		1	

			Spe	cial Assess	ments			
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
1								



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## **PROPERTY INFORMATION REPORT**

### **ORDER DATE:** 07/17/2020

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 07/16/2020 **CERTIFICATE #** 2017-5501 **ACCOUNT #** 494122AA1020 **ALTERNATE KEY #** 233479 **TAX DEED APPLICATION #** 45733

COUNTY, STATE: BROWARD, FL

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

### **LEGAL DESCRIPTION:**

Condominium Unit 6M of Condominium 9 of Environ I, according to the Declaration of Condominium thereof, recorded in Official Records Book 5137, at Page 197, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 6911 ENVIRON BOULEVARD #6M, LAUDERHILL FL 33319

# OWNER OF RECORD ON CURRENT TAX ROLL:

ENVIRON CONDO #1 ASSN INC % STRALEY & OTTO PA 2699 STIRLING RD STE 207-C FORT LAUDERDALE, FL 33312 (Matches Property Appraiser records.)

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

ENVIRON CONDOMINIUM #1 ASSOCIATION, INC. OR: 45943, Page: 295 C/O STRALEY & OTTO, P.A. 2699 STIRLING ROAD - SUITE C 207 FORT LAUDERDALE, FL 33312 (Per Certificate of Title)

ENVIRON CONDOMINIUM I ASSOCIATION, INC. 6901 ENVIRON BLVD #1-F LAUDERHILL, FL 33319 (Per Sunbiz)

BECKER & POLIAKOFF, REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION, INC. 1 EAST BROWARD BLVD., SUITE 1800 FORT LAUDERDALE, FL 33301 (Per Sunbiz)

### **MORTGAGE HOLDER OF RECORD:**

FREMONT INVESTMENT & LOAN OR: 41320, Page: 597 2727 E IMPERIAL HIGHWAY BREA, CA 92821 (Per Mortgage for Prior owner(s). No satisfaction or release found of record.)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 (Per Mortgage 41320-597 for Prior owner(s). No Satisfaction or release found of record.) FREMONT REORGANIZING CORPORATION 175 N RIVERVIEW DR ANAHEIM, CA 92808 (Per Sunbiz. No Registered Agent named)

(Fremont Investment & Loan Company n/k/a Fremont Reorganizing Corporation)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1818 LIBRARY ST, STE 300 RESTON, VA 20190 (Per Sunbiz)

C T CORPORATION SYSTEM, REGISTERED AGENT O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 (Per Sunbiz)

WELLS FARGO BANK, NATIONAL ASSOCIATION, OR: 47444, Page: 296 TRUSTEE POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-FR2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FR2 C/O OCWEN LOAN SERVICING, LLC 1661 WORTHINGTON ROAD, SUITE 100 WEST PALM BEACH, FL 33409 (Per Assignment of Mortgage for Prior owner(s). No satisfaction or release found of record.)

WELLS FARGO BANK, N.A. 420 MONTGOMERY ST. SAN FRANCISCO, CA 94163 (Per Sunbiz)

CORPORATION SERVICE COMPANY, REGISTERED AGENT O/B/O WELLS FARGO BANK, N.A. 1201 HAYS STREET TALLAHASSEE, FL 32301-2525 (Per Sunbiz)

# LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126 (Tax Deed Applicant)

# **PROPERTY INFORMATION REPORT – CONTINUED**

### PARCEL IDENTIFICATION NUMBER: 4941 22 AA 1020

**CURRENT ASSESSED VALUE:** \$84,100 **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: 5648, Page: 743

Warranty Deed	OR: 33760, Page: 783
Warranty Deed	OR: 37343, Page: 32
Mortgage	OR: 41320, Page: 570
Assignment of Mortgage	OR: 45315, Page: 889

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

Christina Young

Title Examiner



Site Address	6911 ENVIRON BOULEVARD #6M, LAUDERHILL FL 33319	ID #	4941 22 AA 1020
Property Owner	ENVIRON CONDO #1 ASSN INC	Millage	1912
	% STRALEY & OTTO PA	Use	04
Mailing Address	2699 STIRLING RD STE 207-C FORT LAUDERDALE FL 33312		
Abbr Legal Description	ENVIRON I CONDO 9 UNIT 6M		

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).

				Prop	perty Assessment	Valu	es				
Year	Land		Buildin Improven		Just / Mark Value	Just / Market Value		Assessed / SOH Value		Тах	
2019	\$8,410		\$75,690	)	\$84,100		\$5	5,260			
2018	\$7,140		\$64,270	)	\$71,410		\$50	0,240		\$1,8	24.68
2017	\$5,220		\$46,980	)	\$52,200		\$4	5,680		\$1,5	90.87
		201	19 Exempt	tions a	and Taxable Values	s by '	Taxing Aut	hority			
			Οοι	unty	School Bo	bard	Mu	nicipal		Inc	lependent
Just Value	e		\$84	,100	\$84	,100	\$	84,100			\$84,100
Portability	/			0		0		0			0
Assessed	/SOH		\$55,	,260	\$84	,100	\$	55,260			\$55,260
Homestea	ıd			0		0		0		0	
Add. Hom	estead		0			0		0		0	
Wid/Vet/D	is		0			0		0		0	
Senior			0			0		0			0
Exempt T	уре			0 0			0			0	
Taxable			\$55,	,260	\$84	,100	\$55,260 \$			\$55,260	
		Sale	es History				L	and Cal	culat	tions	
Date	Туре		Price	Bo	ok/Page or CIN		Price	Fa	ctor		Туре
1/8/2009	OET-T		\$100		45943 / 295						
4/22/200	4 WD	\$	81,500		37343 / 32						
8/30/200	2 WD	\$	78,500		33760 / 783						
2/1/1973	3 WD	\$	34,900		5648 / 743						
								Bldg. S.F			1110
						۲ <b>ــــ</b>		leds/Bat			1/2/2
							Eff./Ac	t. Year E	Built:	1973/1	972
				S	pecial Assessmen	ts					
								r		1	

			Spe	cial Assess	ments			
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
1								

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

### **CERTIFICATE OF MAILING NOTICES**

#### Tax Deed #45733

### STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 4th day of January 2021, 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:

CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313	ENVIRON CULTURAL CENTER INC 6901 ENVIRON BLVD LAUDERHILL, FL 33319	ENVIRON CONDOMINIUM #1 ASSOCIATION INC 6901 ENVIRON BLVD LAUDERHILL, FL 33319	C T CORPORATION SYSTEM, REGISTERED AGENT O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1200 SOUTH PINE ISLAND RD PLANTATION, FL 33324
FANNIE MAE CORPORATION 13118 SORRENTO RD STE E PENSACOLA, FL 32507	FREMONT INVESTMENT & LOAN P.O. BOX 34078 FULLERTON, CA 92834	FREMONT INVESTMENT & LOAN 2727 E IMPERIAL HIGHWAY BREA, CA 92821	FREMONT INVESTMENT & LOAN 1595 SPRING HILL RD #310 VIENNA, VA 22182
FREMONT REORGANIZATION CORPORATION 175 N RIVERVIEW DR ANAHEIM, CA 92808	KING FINANCIAL GROUP INC, REGISTERED AGENT O/B/O FANNIE MAE CORPORATION 945 W MICHIGAN AVE STE 5B PENSACOLA, FL 32507	MERS PO BOX 2026 FLINT, MI 48501	OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409
WELLS FARGO BANK NATIONAL ASSOCIATION TRUSTEE POOLING AND SERVICING AGREEEMTN DATED AS OF JUNE 1 2006 SECURITIZED ASSET BACK RECEIVABLES LLC TRUST 2006- FR2 MORTGAGE PASS- THROUGH CERTIFICATES SERIES 2006-FR2 C/O OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409	WELLS FARGO BANK, N.A. AS TRUSTEE 405 SW 554 DES MOINES, IA 50309	WELLS FARGO BANK, N.A. AS TRUSTEE C/O OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409	WELLS FARGO BANK, N.A. 420 MONTGOMERY ST SAN FRANCISCO, CA 94163
WELLS FARGO HOME MTG 1 HOME CAMPUS FLR 03 DEES MOINES, IA 50328	C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 1818 LIBRARY ST STE 300 RESTON, VA 20190	CORPORATION SERVICE COMPANY, REGISTERED AGENT O/B/O WELLS FARGO BANK, N.A. 1201 HAYS ST TALLAHASSEE, FL 32301
ENVIRON CONDOMINIUM #1 ASSOCIATION, INC., C/O STRALEY & OTTO, P.A. 2699 STIRLING ROAD - SUITE C 207 FORT LAUDERDALE, FL 33312	ENVIRON CONDO #1 ASSN INC %STRALEY & OTTO PA 2699 STIRLING RD STE 207-C FORT LAUDERDALE, FL 33312	BECKER & POLIAKOFF, REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION, INC. 1 EAST BROWARD BLVD., SUITE 1800 FORT LAUDERDALE, FL 33301	STRALEY & OTTO, P.A., REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION INC 2699 STIRLING RD C-207 FORT LAUDERDALE, FL 33312
ENVIRON CONDO #1 ASSN INC %STRALEY & OTTO PA 6911 ENVIRON BLVD #6M LAUDERHILL, FL 33319	ENVIRON CONDOMINIUM I ASSOCIATION, INC. 6901 ENVIRON BLVD #1-F LAUDERHILL, FL 33319		

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 4th day of January 2021 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

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



# **Broward County, Florida**

INSTR # 116844956 Recorded 11/05/20 at 10:45 AM Broward County Commission 1 Page(s) #7

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

# NOTICE OF APPLICATION FOR TAX DEED NUMBER 45733

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: 494122-AA-1020

Certificate Number:	5501
Date of Issuance:	05/24/2018
Certificate Holder:	MIKON FINANCIAL SERVICES, INC AND OCEAN BANK
Description of Property:	ENVIRON I CONDO 9
	UNIT 6M
	PER CDO BK/PG: 5137/197

Name in which assessed:ENVIRON CONDO #1 ASSN INCLegal Titleholders:ENVIRON CONDO #1 ASSN INC% STRALEY & OTTO PA2699 STIRLING RD STE 207-CFORT LAUDERDALE, FL33312

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 17th day of February ,2021. 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 November , 2020 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

UNATI COMMUNE ON ALL OF THE OPENING

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:
 01/14/2021, 01/21/2021, 01/28/2021 & 02/04/2021

 Minimum Bid:
 9352.16

401-314

# **Broward County, Florida**

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

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Certificate Holder:	MIKON FINANCIAL SERVICES, INC AND OCEAN BANK
Description of Property:	ENVIRON I CONDO 9
	UNIT 6M
	PER CDO BK/PG: 5137/197

Name in which assessed: ENVIRON CONDO #1 ASSN INC Legal Titleholders: **ENVIRON CONDO #1 ASSN INC** % STRALEY & OTTO PA 2699 STIRLING RD STE 207-C FORT LAUDERDALE, FL 33312

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

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By:

Abiodun Ajayi Deputy

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Publish: DAILY BUSINESS REVIEW Issues: 01/14/2021, 01/21/2021, 01/28/2021 & 02/04/2021 Minimum Bid: 9352.16

Record and Return to:

Priority Title, Inc. 6741 Orange Drive Davie, FL 33314 THIS INSTRUMENT PREPARED BY AND RETURN TO: Michael H. Merino, Esq. PRIORITY TITLE, INC. 6741 Orange Drive Davie, Florida 33314 Property Appraisers Parcel Identification (Folio) Numbers: 19122AA10200 Grantee SS #:

L

\_\_\_SPACE ABOVE THIS LINE FOR RECORDING DATA\_\_\_

THIS WARRANTY DEED, made the 22nd day of April, A.D. 2004 by LUIS A. MOLINA, A SINGLE MAN, herein called the grantor, to ROCHELLE S. FERGUSON, A MARRIED WOMAN whose post office address is 6911 ENVIRON BLVD #6M, LAUDERHILL, FLORIDA 33319, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

CONDOMINIUM UNIT No. 6M, OF CONDOMINIUM 9 OF ENVIRON I, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5137, AT PAGE 197, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

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

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby 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, 2004.

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

Signer, sealed and delivered in the presence of:	
Witness #1 Signature Sebree	
Winese 11 Prime Name	

Witness #2 Signature ELIZABETH McCOOL

Witness #2 Printed Name

### STATE OF FLORIDA COUNTY OF BROWARD

LUIS A. MOLINA 7730 Balboa ST Sunrise FL 33351

The foregoing instrument was acknowledged before me this 22nd day of April, 2004 by LUIS A. MOLINA who is personally known to me or has produced \_ D (L as identification SEAL

mel Notary Signat Sebree ĿŁ

My Commission Expires:

Printed Notary Signature





# **ENVIRON CONDOMINIUM #1 ASSOCIATION, INC.**

6901 Environ Boulevard • Lauderhill, Florida 33319 Telephone: (954) 733-9890 Fax: (954) 733-5825

# CONDOMINIUM ASSOCIATION CONSENT TO TRANSFER, SELL OR LEASE

The undersigned officers of Environ Condominium #1 Association, Inc. hereby certify that the Board of Governors of Environ Condominium #1 Association, Inc. having received an application from LUIS MOLINA <u>TO ROCHELLE FERGUSON</u>.

The Condominium Parcel known as Apartment 6M, <u>BLDG 6911 BLDG 9B</u> of Condominium V and of Environ I, a Condominium thereof, recorded in Official Records Book 5371 Pages 482 through 580 all of the Public Records of Broward County, Florida.

Dated this <u>2rd</u> day of April 2004.

ENVIRON CONDOMINIUM LASSOCIATION (SEAL) STATE OF FLORIDA

**COUNTY OF BROWARD** 

BEFORE ME, the undersigned authority, personally appeared GILBERT STEVENS AND as Officers of Environ Condominium #1 Association, Inc., A Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument and that same is the act and deed of said corporation. <u>WITNESS my</u> hand and official seal this 2nd\_ day of APRIL 2004.

NOTARY JUBLIC, STATE OF FLORIDA , AT LARGE.



PLEASE BE ADVISED THAT THIS CONDO ASSOCIATION DOES NOT ALLOW FOR <u>ANY</u> CONTRIBUTIONS FROM THE SELLER ON BEHALF OF THE BUYER. CONDO CONSENT WILL BE VOID IF THIS OCCURS.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Not For Profit Corporation
ENVIRON CONDOMINIUM I ASSOCIATION, INC.

Filing Information	
Document Number	723543
FEI/EIN Number	59-1578821
Date Filed	05/26/1972
State	FL
Status	ACTIVE
Principal Address	
6901 ENVIRON BLVD #1-F	
Lauderhill, FL 33319	
Changed: 03/13/2015	
Mailing Address	
6901 ENVIRON BLVD	
# 1-F	
Lauderhill, FL 33319	
Changed: 03/13/2015	
Registered Agent Name & A	ddress
Becker & Poliakoff	
1 East Broward Blvd.,	
Suite 1800	
Fort Lauderdale, FL 33301	
Name Changed: 03/17/202	0
Address Changed: 03/17/2	020
Officer/Director Detail	
Name & Address	

Title Director

BRINKMANN, LESLIE 6901 ENVIRON BLVD # 1-F Lauderhill. FL 33319

#### Title Director

Nelson, Ingrid 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

, ----

Title Director

Moore, Brenda 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Zweiban, Florence 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Garcia, Jose 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

**Title Director** 

Ginness, Brodsky Barbara 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

**Title President** 

Plaza, Mario 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Combes, Lourdes 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Benchtouk, Khalid

6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

LaFosse, Kenly 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Raqaa, Fouad 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Director

Thessier, Rony 6901 ENVIRON BLVD # 1-F Lauderhill, FL 33319

Title Vice- President & Treasurer

Thompson, Claudette 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

Title Secretary

Chiswell, Antonia 6901 ENVIRON BLVD #1-F Lauderhill, FL 33319

### Annual Reports

Report Year	Filed Date
2019	03/29/2019
2019	04/26/2019
2020	03/17/2020

### **Document Images**

03/17/2020 ANNUAL REPORT	View image in PDF format
04/26/2019 AMENDED ANNUAL REPORT	View image in PDF format
03/29/2019 ANNUAL REPORT	View image in PDF format
08/09/2018 AMENDED ANNUAL REPORT	View image in PDF format
04/27/2018 ANNUAL REPORT	View image in PDF format

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11/01/2017 AMENDED ANNUAL REPORT	View image in PDF format
03/22/2017 ANNUAL REPORT	View image in PDF format
03/21/2016 ANNUAL REPORT	View image in PDF format
07/09/2015 AMENDED ANNUAL REPORT	View image in PDF format
03/13/2015 ANNUAL REPORT	View image in PDF format
01/15/2015 Reg. Agent Change	View image in PDF format
03/20/2014 ANNUAL REPORT	View image in PDF format
03/07/2013 ANNUAL REPORT	View image in PDF format
03/30/2012 ANNUAL REPORT	View image in PDF format
04/29/2011 ANNUAL REPORT	View image in PDF format
03/08/2010 ANNUAL REPORT	View image in PDF format
03/04/2009 ANNUAL REPORT	View image in PDF format
<u>08/11/2008 Reg. Agent Change</u>	View image in PDF format
03/07/2008 ANNUAL REPORT	View image in PDF format
02/26/2007 ANNUAL REPORT	View image in PDF format
03/14/2006 ANNUAL REPORT	View image in PDF format
02/25/2005 ANNUAL REPORT	View image in PDF format
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03/13/2003 ANNUAL REPORT	View image in PDF format
03/22/2002 ANNUAL REPORT	View image in PDF format
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03/06/2000 ANNUAL REPORT	View image in PDF format
03/10/1999 ANNUAL REPORT	View image in PDF format
03/05/1998 ANNUAL REPORT	View image in PDF format
01/23/1997 ANNUAL REPORT	View image in PDF format
02/27/1996 ANNUAL REPORT	View image in PDF format
04/25/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Designation of Agent WELLS FARGO BANK, N./	Α.	
Filing Information		
Document Number	Q9500000097	
FEI/EIN Number	94-1347393	
Date Filed	07/25/1995	
State	OC	
Status	ACTIVE	
Principal Address		
420 MONTGOMERY ST. SAN FRANCISCO, CA 947	163	
Mailing Address		
420 MONTGOMERY ST. SAN FRANCISCO, CA 942	163	
Registered Agent Name & A	Address	
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE, FL 32301-2525		
Name Changed: 09/07/2000		
Address Changed: 09/07/2	2000	
Officer/Director Detail		
NONE		
Annual Reports		
No Annual Reports Filed		
Document Images		
09/07/2000 Reg. Agent Change	View image in PDF format	
07/25/1995 DOCUMENTS PRIO	R TO 1997 View image in PDF format	

# **Detail by Entity Name**

Designation of Agent MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Filing Information

Document Number	Q0100000073
FEI/EIN Number	54-1927784
Date Filed	08/13/2001

State DE Status ACTIVE

Principal Address

1818 LIBRARY ST, STE 300 RESTON, VA 20190

Changed: 05/27/2008

Mailing Address

1818 LIBRARY ST, STE 300 RESTON, VA 20190

Changed: 05/27/2008

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Name Changed: 12/01/2010

Address Changed: 12/01/2010

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

### **Document Images**

12/01/2010 Reg. Agent Change	View image in PDF format
02/17/2009 Reg. Agent Change	View image in PDF format
03/26/2008 Reg. Agent Change	View image in PDF format
08/13/2001 Designation of Agent	View image in PDF format

Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Foreign Profit Corporation FREMONT REORGANIZIN	IG CORPORATION
Filing Information	
Document Number	F98000001765
FEI/EIN Number	94-0489896
Date Filed	03/27/1998
State	CA
Status	INACTIVE
Last Event	WITHDRAWAL
Event Date Filed	07/09/2010
Event Effective Date	NONE
Principal Address	
175 N RIVERVIEW DR.	
ANAHEIM, CA 92808	
0	
Changed: 07/01/2009	
Mailing Address	
175 N RIVERVIEW DR.	
ANAHEIM, CA 92808	
Changed: 07/01/2009	
Registered Agent Name & A	<u>ddress</u>
NONE	
Officer/Director Detail	
Name & Address	
Title D	
DEPILLO, DAVID S 175 N RIVERVIEW	
ANAHEIM, CA 92808	
Title D	
GORDON, STEPHEN H	

175 N RIVERVIEW ANAHEIM, CA 92808

### Title CFO

STUEDLI, THEA K 175 N RIVERVIEW DRIVE ANAHEIM, CA 92808

# Title CEO

SANCHEZ, RICHARD A 175 N RIVERVIEW DRIVE ANAHEIM, CA 92808

Title V

MATTHEWS, LEANNE 175 N RIVERVIEW DRIVE ANAHEIM, CA 92808

Title S

DEWEZ, BRIGITTE M 175 N RIVERVIEW DRIVE ANAHEIM, CA 92808

## Annual Reports

Report Year	Filed Date
2008	03/14/2008
2009	02/20/2009
2010	02/16/2010

### **Document Images**

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Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Return to Detail Screen /

Return to Detail Scree	<u>n</u>		
Events			
FREMONT REORGA Document Number Date Filed Effective Date Status		ATION	
Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	01/27/20	09	OLD NAME WAS : FREMONT INVESTMENT & LOAN COMPANY
Return to Detail Scree	<u>n</u>		

Florida Department of State, Division of Corporations

CFN # 102243329, OR BK 33760 Page 783, Page 1 of 2, Recorded 09/09/2002 at 11:22 AM, Broward County Commission, Doc. D \$549.50 Deputy Clerk 2130

Florida International Title 1877 S. Federal Highway Sulte # 108 Boca Raton, FI 33432 02-2887

This Document Prepared By and Return to: BARTON S. STROCK, ESQUIRE LAW OFFICES OF BARTON S.STROCK, P.A. 6600 TAFT ST, STE 420 HOLLYWOOD, FL 33024 (954) 989 - 3030

Parcel ID Number: 9122-AA-1020 Grantee #1 TIN: Grantee #2 TIN:

# Warranty Deed

This Indenture, Made this 30th day of August , 2002 A.D., Between GEORGE SCHNEIDERMAN and DOROTHY SCHNEIDERMAN, his wife

of the County of Palm Beach , State of Florida , grantors, and LUIS A. MOLINA, A SINGLE MAN

whose address is: 6911 Environ Blvd. #6M, Lauderhill, FL 33319

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 sold to the said GRANTEE and GRANTEE's here, successors and assigns forever, the following described land, situate, lying and being in the County of **Broward** State of **Florida** to wit:

Condominium Unit No. 6M, of CONDOMINIUM 9 OF ENVIRON I, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 5137, at Page 197, of the Public Records of Broward County, Florida.

Subject to: (1) Taxes for year of closing and subsequent years; (2) zoning and/or restrictions and prohibitions imposed by governmental authority; (3) restrictions and other matters appearing on the plat and/or common to the subdivision; (4) utility easements of record.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever. In Witness Whereof, the grantors have hereinto set their hands and seals the day and year first above written. Signed, sealed and delivers in our presence:

Jan ye cha 1 clusi dema \_ (Seal) inted Nan Gracha GEORGE SCHNEIDERMAN DSte Witness P.O., Address: 9110 Tracy Court, Unit 2, Boca Raton, FL 33496 Dorothy Schnederman \_\_ (Seal) Printed Name: W Witness P.O. Address: 9110 Tracy Court, Unit 2, Boca Raton, FL 33496 STATE OF Florida COUNTY OF Broward The foregoing instrument was acknowledged before me this 30th day of , 2002 Avgust by GEORGE SCHNEIDERMAN and DOROTHY SCHNEIDERMAN, 'ni 8 wife who are personally known to me or who have produced their Florida driver /s S as identification. BAATON & ST Printed Name: My Con No. CC 955460 Notary Public My Commission Expires: T1 Other 1.0. SCH-MOLI Laser Generated by © Display Systems, Inc., 2000 (863) 763-5555 Form FLWD-1



ENVIRON CONDOMINIUM #1 ASSOCIATION, INC. 6901 Environ Boulevard • Lauderhill, Florida 33319 Telephone: (954) 733-9890 Fax: (954) 733-5825

#### CONDOMINIUM ASSOCIATION CONSENT TO TRANSFER, SELL OR LEASE

The undersigned officers of Environ Condominium I Association, Inc. hereby certify that the Board of Directors of Environ Condominium I Association having received an application from <u>G/D SCHNEIDERMAN</u> did by resolution approve the Transfer/Sale/Lease of the following described unit from <u>G/D SCHNEIDERMAN</u> TO LUIS MOLINA.

The Condominium Parcel known as Apartment <u>6M.BLDG 6911</u> BLDG <u>9B</u> of Condominium <u>V</u> and of Environ I, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book <u>5137</u> Pages <u>197</u> through <u>290</u> all of the Public Records of Broward County, Florida.

Dated this 13TH day of AUGUST 2002

ENVIRON CONDOMINIUM I ASSOCIATION, INC. By: Har luca rietto KĿ (SEAL)

STATE OF FLORIDA )

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared <u>MARK ALBERS</u> and , as Officers of Environ Condominium I Association Inc., A Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument and that same is the act and deed of said corporation.

WITNESS my hand and official seal this 13TH day of AUGUST 2002.



NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

\*\*This consent is only valid if Luis Molina puts twenty percent down on the unit <u>or the seller does not pay any of</u> the buyers closing costs.

Return Toi

Burl F. George P.O. Box 941 Fort Lauderdale, Florida 3330**2** 

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#### CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this 12th day of February , 197<u>3</u>, between Radice Realty and Construction Corp., a Pennsylvania corporation, formerly a Delaware corporation, and Seay & Thomas, Inc., an Illinois corporation, doing business as S & R of Inverrary Joint Venture, hereinafter referred to as "Grantor", and <u>GEORGE SCHNEIDERMAN</u> and <u>DOROTHY SCHNEIDERMAN, his wife</u> is 749 North Broad Street, Apt. 309, Elizabeth , State of New Jersey 07208, hereinafter referred to as "Grantee".

WITNESSETH: WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations TEN DOLLARS (\$10.00) and other good and valuable considerations Sector it in hand paid by the Grantee, the receipt of which is hereby Woldminimilacknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described to-wit:

The Condominium Parcel known as Apartment <u>6M</u> of Condominium <u>9</u> of ENVIRON I, a condominium, according to the <u>Declaration of Condominium thereof</u>, recorded in Official Records Book <u>5137</u>, Pages <u>197</u> through <u>290</u> and pursuant to Survey, Plot Plan and Graphic Description of Improvements recorded in Official Records Book 5137, Pages <u>223</u> through <u>226</u> all of the Public Records of Broward County, Florida.

Grantee, by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforedescribed Declaration of Condominium, including but not limited to, the obligation to make payment of assessments for the maintenance and operation of the Condominium which may be levied against the above described Apartment, and the Grantee expressly acknowledges the existence of a Sub-Lease between ENVIRON CULTURAL CENTER, INC., as Sub-Lessor; and ENVIRON CONDOMINIUM I ASSOCIATION, INC., which is recorded in Official Records Book 5137, Page 274 of the Public Records of Broward County, Florida. The Sub-Lease provides for certain annual rentals due Lessor of the Lease referred to therein and that taxes and assessments, insurance and other monetary obligations referred to thereunder shall be included in the annual budget of this condominium as a common expense. Grantee expressly acknowledges and assumes the obligation to pay the rent aforesaid and the other common expenses applicable to this condominium.

This conveyance is made subject to the following:

- 1. Real Estate taxes for the year 1973 and subsequent years;
- 2. Applicable zoning regulations and ordinances;
- 3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration of Condominium and all instruments therein referred to;

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	64 J	FLORIDA SUR TAXE
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c.		<sup>0[7]</sup> FE8 22'74 PB ) ≥ 38.50 =
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RETURN TO: COLONIAL TITLE & GUARANT : CORP. 6451 North Federal Highway Fort Lauderdale, Florida 33308

-

RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 28th AVENUE, FORT LAUDERDALE, FLORIDA

- 4. Sub-Lease and Lease aforedescribed.
- 5. All of the covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforedescribed property;
- 6. Perpetual easement for encroachments now existing or hereafter existing caused by the settlement or movement or improvement or caused by minor inaccuracies in building or rebuilding.

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

Signed, Sealed and Delivered in the Presence of:

el.

RADICE REALTY & CONSTRUCTION

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11017

CORP. By:

(SEAL)

SEAY & THOMAS. INC. By: シッビ (SEAL) Grantee GEORGE SCHNEIDERMAN 5 **S** DOROTHY SCHNEIDERMA ΞS

STATE O	FF	LORIDA	ý	
COUNTY	OF	BROWARD	)	55:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared <u>Lee C. Vona</u> and , well known to me to be the

and \_\_\_\_\_\_, well known to me to be the <u>Vice President</u> and <u>he</u> of <u>Radice Realty & Construction Corp.</u> and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and Official Seal in the County and State last aforesaid this <u>12th</u> day of <u>February</u>, 19<u>73</u>.

Notary Public

(Notary Seal)

HIL BY DIRUG. STATE OF FLURIDA D 1 Y CONMISSION EXCIDES DR - Judge by Amorican Banka Invaria My Commission Expires:

RETURN TO: COLONIAL TITLE & GUARIANT - OLDA 6451 North Federal High Fort Laudent For - Month 3 (2000 HE 5648 PME 744

RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26th AVENUE, FORT LAUDERDALE, FLORIDA

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STATE OF FLORIDA County of Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared <u>Robert L. Bidwell</u> and , well known to me to be the

) ) ss:

<u>Vice President</u> and <u>he</u> of <u>Seav & Thomas, Inc.</u> and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and Official Seal in the County and State last aforesaid this <u>12th</u> day of <u>February</u>, 19<u>73</u>

(Notary Seal)

My Commission Expires:

Wa

Notary

NOTARY PUBLIC, STATE of FLORIDA at LARGE MY COMMISSION EXPIRES MAR, 28, 1976 Junned By American Bankers Insurance Co.

ECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA E. M. STROBEL COUNTY COMPTROLLER

> RETURN TO: COLONIAL TITLE & GUARANTY CORF. 5451 North Foderat highway Fort Lauderdale, Florida 33308

> > - Internet

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- 3 -

RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26th AVENUE, FORT LAUDERDALE, FLORIDA

CFN # 105717507, OR BK 41320 Page 570, Page 1 of 27, Recorded 01/23/2006 at 11:41 AM, Broward County Commission, Doc M: \$479.15 Int. Tax \$273.70 Deputy Clerk 3275

M/C TRI COUNTY Alfantic Coast Tince & Closings, Inc. 4992 N. Pine Island Road 4993 N. Pine Islan

-[Space Above This Line For Recording Data]--

MORTGAGE

MIN 1001944-6000200920-7

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated January 13, 2006 together with all Riders to this document.
(B) "Borrower" is ROCHELLE S FERGUSON, A MARRIED WOMAN.

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

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

Form 3010 1/01

-6A(FL) (0005).01 Page 1 of 16

VMP MORTGAGE FORMS - (800)521-7291



CFN #	105717507,	OR BK	: 41320	PG	571,	Page	2	of	27
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Lender is a **CORPORATION** CALIFORNIA organized and existing under the laws of Lender's address is

2727 E IMPERIAL HIGHWAY, BREA CA 92821

(E) "Note" means the promissory note signed by Borrower and dated January 13. 2006 The Note states that Borrower owes Lender One Hundred Thirty-Six Thousand, Eight

Hundred Fifty and No/100 ------Dollars 136,850.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic (U.S. \$ Payments and to pay the debt in full not later than February 1, 2036

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

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

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

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

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

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

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

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

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

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

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

-6A(FL) (0005).01

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Initials: TOF

Form 3010 1/01

CFN # 105717507, OR BK 41320 PG 572, Page 3 of 27

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

CONDOMINIUM UNIT NO. 6M, OF CONDOMINIUM 9 OF ENVIRON I, A CONDOMINIUM, According to the declaration thereof, as recorded in O.R.Book 5137, at Page 197, of the public records of broward county, florida.

Parcel ID Number: 494122AA1020 6911 ENVIRON BLVD #6M LAUDERHILL ("Property Address"):

which currently has the address of [Street] [City], Florida 33319-4242 [Zip Code]

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

-6A(FL) (0005).01

Page 3 of 16

Initials OF OF

Form 3010 1/01

CFN # 105717507, OR BK 41320 PG 573, Page 4 of 27

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

> If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

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or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise

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agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

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disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower was reserve, until Lender's requiremen

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may

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

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

affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the wight to reaction disclosures to destrin encoded in the Mortgage Insurance.

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

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> 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the

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

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

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

> value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing

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

> Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied

> in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

> consent.
> Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.
> 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees

to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

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

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

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

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

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

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

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

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

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental

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Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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

 	ROCHEZLE S FERRESON (Seal) -Borrower (Address) (SBORNA Silson (Seal) -Borrower
 (Seal) -Borrower	(Address) ———— (Seal) -Borrower
 (Address) (Seal) -Borrower	(Address) (Seal) -Borrower
 (Address) (Seal) -Borrower	(Address) (Seal) -Borrower
(Address)	(Address)

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STATE OF FLORIDA, BROWARP The foregoing instrument was acknowledged before me this 13th day fandoloby Rochelle + CSDORNE FERGUSON FL. P. , as identification. who is personally known to me or who has produced Knoers Notary Public

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# ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **13th** day of **January 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FREMONT INVESTMENT & LOAN** 

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

6911 ENVIRON BOULEVARD #6M, LAUDERHILL, FL 33319-4242

#### [Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

# A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **9.300** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates

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

# MULTISTATE ADJUSTABLE RATE RIDER - Single Family

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#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL.most recent Index figure available as of the date: X 45 days \_\_\_\_\_\_ before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Eight Hundred Eighty-Eight Thousandths percentage points ( 6.8880 %) to the Current Index. The Note Holder will then round the result of this addition to the X Nearest Next Highest Next Lowest One-Eighth ( 0.125 %). Subject

to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### Interest-Only Period

The "Interest-only Period" is the period from the date of this Note through N/A . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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### (D) Limits on Interest Rate Changes

# (Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

(1) There will be no maximum limit on interest rate changes.

X (2) The interest rate I am required to pay at the first Change Date will not be greater than 11.300 % or less than 9.3000 subsequent %.
 X (3) My interest rate will never be increased or decreased on any subgle Change Date by more than One and One-Half

- (3) My interest rate will never be increased or decreased on any x any iterest rate will never be increased or decreased on any x any iterest change Date by more than One and One-Half percentage points (
   1.5000 %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than **15.3000** %, which is called \_\_\_\_\_\_ the "Maximum Rate."
- (5) My interest rate will never be less than 9.3000 %, which is called the "Minimum Rate."
- \_\_X (6) My interest rate will never be less than the initial interest rate.
- Image: The interest rate I am required to pay at the first Change Date will not be greater than 11.300
   % or less than 9.3000

   my interest rate will never be increased or decreased on any single Change Date by more than One and One-Half percentage points (
   1.5000
   %) from the rate of interest I have
  - been paying for the preceding period.

# (E) Effective Date of Changes

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

# (F) Notice of Changes

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

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

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

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

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

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

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

ROCHELLES FERGOSON -Borrowe	
USBORNA FERFUSAN -Borrowe	
(Seal -Borrowe	
(Seal -Borrowe	

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# 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **13th** day of **January 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FREMONT INVESTMENT & LOAN** 

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 6911 ENVIRON BLVD #6M, LAUDERHILL, FL 33319-4242

#### [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:

**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 the 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. All of the foregoing together with the Property described in the Security instrument (or the leasehold estate if 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.

### MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01



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.

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.

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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.

contained in this 1-4 Family Rider.	•	
APA	(Seal)	(Seal)
ROCHELLE & FERENSON	Borrower	-Borrower
	_	
	(Seal)	(Seal)
OSBORNE FERGUSON	Borrower	-Borrower

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

(Seal) (Seal)

-Borrower

\_ (Seal)

-Borrower

-Borrower

\_ (Seal)

-Borrower

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**57R** (0411)

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# CONDOMINIUM RIDER

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

(the

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

6911 ENVIRON BOULEVARD #6M, LAUDERHILL, FL 33319-4242

[Property Address]

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

#### **ENVIRON PHASE 1**

[Name of Condominium Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: ( $ar{{f i}}$  Lender waives the

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

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



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

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

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

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

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

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

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

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

-8R (0411)

Page 2 of 3

Initials: \_\_\_\_\_ () F Form 3140 1/01

CFN # 105717507, OR BK 41320 PG 596, Page 27 of 27

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

(Seal) \_ (Seal) ROCHELLE S FEREUSON -Borrower -Borrower (Seal) FERE USON -Borrower \_ (Seal) -Borrower Æ \_ (Seal) \_ (Seal) -Borrower -Borrower \_ (Seal) \_ (Seal) -Borrower -Borrower

Form 3140 1/01

Page 3 of 3

-8R (0411)

CFN # 107854304, OR BK 45315 Page 889, Page 1 of 2, Recorded 04/28/2008 at Deputy Clerk 3075 08:22 AM, Broward County Commission,

0 Prepared by: Nathalie Demesmin, Esquire Record &Return to: Law Office of Marshall C. Watson 1800 NW 49<sup>th</sup> Street, Suite 120 RECORD AND Fort Lauderdale, Florida 33309 Telephone: (954) 453-0365 RETURN TO Facsimile: (954) 771-6052 ASSIGNMENT OF MORTGAGE KNOW ALL MEN BY THESE PRESENTS: grant, bargain, sell, assign, transfer and set over unto WELLS FARGO BANK, N.A., AS TRUSTEE residing or located at: <u>USSN 554</u> <u>DESCOUNTS'</u> <u>TA.SO39</u> herein designated as the assignee, the mortgage executed by ROCHBLLE S. FERGUSON AND OSBORNE FERGUSON recorded January 23, 2006 in Broward County, Florida at Book 41320 and Page 570 encumbering the property more particularly described as follows: CONDOMINIUM UNIT NO. 6M, OF CONDOMINIUM 9 OF ENVIRON I, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5137, PAGE 197, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO. together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned, effective as of February 29, 2008 on the undersigned, cffective as of \_ In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper composite officers and its composite seal to be hereto affixed this 29 th day of February proper corporate officers and its corporate seal to be hereto affixed this \_ 2008 \_day of \_ MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE F FREMONT INVESTMENT & LOAN ATTEST: PRINT NAME: Noriko Colston Signed in the presence of: WITNESS Print Name WITNESS: Rr Conv Print Name: STATE OF COUNT PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this \_, within my jurisdiction, the within named who the \_\_\_\_\_ day of \_\_\_\_\_ acknowledged to me that (s)he is \_, \_\_\_ \_and that for and on behalf of Mortgage Electronic Registration Systems, Incorporated As Nominee For Fremont Investment & Loan and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by Mortgage Electronic Registration Systems, Incorporated As Nominee For Fremont Investment & Loan to do so. WITNESS my hand and official seal in the County and State last aforesaid day of \_ ,2008. NOTARY PUBLIC

State of California } County of Sacramento } ss.

On <u>February 29, 2008</u>, before me, <u>Joan Bermudez</u>, Notary Public, personally appeared <u>Noriko Colston</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

COMM. EXP. JUN 16, 2010

Witness my hand and official seal. Notary signature JOAN BERMUDEZ COMM. #1667953 NOTARY PUBLIC CALIFORNIA SACRAMENTO COUNTY

CFN # 109639748, OR BK 47444 Page 296, Page 1 of 2, Recorded 10/13/2010 at 07:53 AM, Broward County Commission, Deputy Clerk 3405

4

LAW GFFICES OF MARSHALL C. WATSON, P.A. 1800 N.W. 49th Street, Suite 120 Ft. Lauderdale, FL 33309

ECORD AND

Prepared by: Laura Buxton OCWEN LOAN SERVICING, LLC 1661 Worthington Road Suite 100 West Palm Beach, FL 33409 Phone Number: 561-682-8835 4970566499327 Attorney Code: 13917

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#### ASSIGNMENT OF MORTGAGE FLORIDA

This ASSIGNMENT OF MORTGAGE is from WELLS FARGO BANK, N.A., AS TRUSTEE, whose address is c/o Ocwen Loan Servicing, LLC. 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 ("Assignor") to WELLS FARGO BANK, NATIONAL ASSOCIATION, TRUSTEE POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 2006 SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2006-FR2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FR2 address is C/O OCWEN LOAN SERVICING, LLC. 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the right, title and interest of said Assignor in and to the following instrument describing land therein, duly recorded in the Office of the Public Records of **BROWARD** County, State of **FLORIDA**, as follows;

Mortgagor: ROCHELLE S. FERGUSON AND OSBORNE FERGUSON

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FREMONT INVESTMENT & LOAN Document Date: JANUARY 13, 2006

Amount: \$ 136,850.00

Recording Date: JANUARY 23, 2006 Book/Volume/Docket/Liber: 41320 Instrument: 105717507

Page/Folio: 570-596

Property Address: 6911 ENVIRON BLVD #6 M, LAUDERHILL, FL LEGAL DESCRIPTION: CONDOMINIUM UNIT NO. 6M, OF CONDONINIUM 9 OF ENVIRON I, A CONDOMINIUM,

ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN O.R.BOOK 5137, AT PAGE 197, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

This Assignment is made without recourse, representation or warranty.

IN WITNESS WHEREOF the Assignor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, the SEPTEMBER 20, 2010

5808-01136

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> WELLS FARGO BANK, N.A., AS TRUSTEE **BY IT'S ATTORNEY-IN-FACT OCWEN LOAN SERVICING, LLC**

Signed, sealed and delivered in the presence of:

Jonathan Burgess 1661 Worthington Road, Suite 100 W. Palm Beach, FL 33409

Laura

1661 Worthington Road, Suite 100 West Palm Beach, FL 33409

State of Florida

County of Palm Beach

By: Name: Christina Carter Title: Account Management, Manager

On SEPTEMBER 20, 2010, before me, the undersigned, a Notary Public for said County and State, personally appeared Christina Carter, of 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, personally known to me to be the person that executed the foregoing instrument and acknowledged that he/she is the Account Management, Manager at Ocwen Loan Servicing, LLC, ATTORNEY-IN-FACT FOR WELLS FARGO BANK, N.A., AS TRUSTEE and that he did execute the foregoing instrument. He/She is personally known to me.

Witness my hand and official seal.

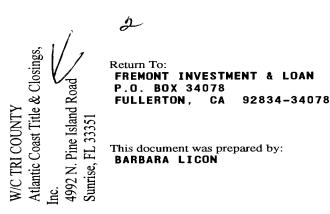
jss.

Notary Public – Elsie Ramirez

08-01136 .

NOTARY PUBLIC-STATE OF FLORIDA Elsie Ramirez Commission # DD914835 Expires: AUG. 09, 2013 IDED THRU ATLANTIC BONDING CO, INC.

CFN # 105717508, OR BK 41320 Page 597, Page 1 of 22, Recorded 01/23/2006 at 11:41 AM, Broward County Commission, Doc M: \$28.35 Int. Tax \$16.10 Deputy Clerk 3275



6000200994

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# MORTGAGE

MIN 1001944-6000200994-2

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated January 13, 2006 together with all Riders to this document.
(B) "Borrower" is ROCHELLE S FERGUSON, A MARRIED WOMAN.

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

FLORIDA-Single Family	Form 3010 1/01	
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Page 1 of 16	Initials:	
VMP MORTGAGE FORM		

SECOND MORTGAGE

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> Lender is a **CORPORATION** CALIFORNIA organized and existing under the laws of Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92821

(E) "Note" means the promissory note signed by Borrower and dated January 13, 2006 The Note states that Borrower owes Lender Eight Thousand, Fifty and No/100 -----\_\_\_\_\_\_ Dollars

8,050.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic (U.S. \$ Payments and to pay the debt in full not later than February 1, 2016

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

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

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

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

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

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

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

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

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

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

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



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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

CONDOMINIUM UNIT NO. 6M, OF CONDOMINIUM 9 OF ENVIRON I, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN O.R.BOOK 5137, AT PAGE 197, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel ID Number: 494122AA1020 6911 ENVIRON BLVD 6M LAUDERHILL ("Property Address"):

which currently has the address of [Street] [City], Florida 33319-4242 [Zip Code]

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

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

> If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

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> or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

> 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise

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agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

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disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may

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

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

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

Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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> 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the

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

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

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

> value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums

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

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

> and shall be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

> 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

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

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

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

> 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

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shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

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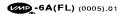
and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,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

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental



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Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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BY SIGNING BELOW, Borrower accepts an Security Instrument and in any Rider executed by Bo Signed, sealed and delivered in the presence of:	nd agrees to the terms and covenants contained in this prover and recorded with it.
	ROCHELLE S FERGUSON -Borrowo
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	(Addres
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(Address)	(Address
	-Borrowe
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(Address)	(Address

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STATE OF FLORIDA, BROWARD County 55: The foregoing instrument was acknowledged before me this 13th ally Jan, 2006 by Richelle Flyncon + Ostrone Flyncon

who is personally known to me or who has produced FL. D-L

M. D. L. as identification , as identification.



Linda M Knoerr My Commission DD174527 Expires February 09, 2007

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## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 13th day of January 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FREMONT INVESTMENT & LOAN

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6911 ENVIRON BLVD 6M, LAUDERHILL, FL 33319

#### [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:

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 the 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. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if 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

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.

#### MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

VMP Mortgage Solutions, Inc. (800)521-7291 **••••**-**57R** (0411)



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.

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.

**VMP-57R** (0411)

Page 2 of 3

Initials: 1 0 . --Form 3170 1/01

CFN # 105717508, OR BK 41320 PG 615, Page 19 of 22

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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 contained in this 1-4 Fanning Rider.	accepts	and	agrees	to	the	terms	and	covenants
MIL								
(s	ieal)							(Seal)

ROCHELLE & FERGUSON	-Borrower	-Borrower
USBORNIE FERS	(Seal) //ʃᢧ∫ -Borrower	(Seal) -Borrower
	(Seal) -Borrower	
	(Seal) -Borrower	-Borrower
<b>₩₽-57R</b> (0411)	Page 3 of 3	Form 3170 1/01

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### CONDOMINIUM RIDER

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

(the

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

#### 6911 ENVIRON BOULEVARD 6M, LAUDERHILL, FL 33319

#### [Property Address]

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

#### ENVIRON

### [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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



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

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

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

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

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

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

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

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

-8R (0411)

Page 2 of 3

Initials: 0.F Form 3140 1/01

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BY SIGNING BELOW, Borro contained in this Condominium Ric	ower accepts der.	and agrees to the term	ns and covenants
ROCHELLE'S FERBUSEN	(Seal) Borrower		(Seal) -Borrower

CFN # 108370340, OR BK 45943 Page 295, Page 1 of 1, Recorded 01/27/2009 at 01:11 PM, Broward County Commission, Doc. D \$0.70 Deputy Clerk 1032

100,00

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

Environ Condominium # 1 Association, Inc.,

Plaintiff,

vs. Rochelle S. Ferguson, et al., Defendants. GENERAL JURISDICTION DIVISION

CASE NO: 08-003484 CACE 12

#### **CERTIFICATE OF TITLE**

The undersigned, HOWARD C. FORMAN, Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on <u>SamaRey 8</u>, <u>2009</u> for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida: Condominium Unit 6M of Condominium 9 of Environ I, according to the Declaration of Condominium thereof, recorded in Official Records Book 5137, at Page 197, of the Public Records of Broward County, Florida. a/k/a 6911 Environ Blvd, #6 -M, Lauderhill, Florida 33319.

was sold to: ENVIRON CONDOMINIUM #1 ASSOCIATION, INC. c/o STRALEY & OTTO, P.A. 2699 Stirling Road - Suite C 207, Fort Lauderdale, Florida 33312

WITNESS my hand and the seal of the Court this 20th day of JANUARY, 2009.

HOWARD C. FORM Clerk of Circuit C South & Card

STRALEY & OTTO, P.A. 2699 Stirling Rd. - Suite C-207 Fort Lauderdale, Florida 33312

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

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

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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 January 29, 2021 .....\$7,654.79
- \* Estimated Amount due if paid by February 16, 2021 ......\$7,749.50

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>February 17, 2021</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

ENVIRON CULTURAL CENTER INC 6901 ENVIRON BLVD LAUDERHILL, FL 33319

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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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ENVIRON CONDOMINIUM #1 ASSOCIATION INC 6901 ENVIRON BLVD LAUDERHILL, FL 33319

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## WARNING

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

C T CORPORATION SYSTEM, REGISTERED AGENT O/B/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

1200 SOUTH PINE ISLAND RD PLANTATION, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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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FANNIE MAE CORPORATION 13118 SORRENTO RD STE E PENSACOLA, FL 32507

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FREMONT INVESTMENT & LOAN P.O. BOX 34078 FULLERTON, CA 92834

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FREMONT INVESTMENT & LOAN 2727 E IMPERIAL HIGHWAY BREA, CA 92821

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FREMONT INVESTMENT & LOAN 1595 SPRING HILL RD #310 VIENNA, VA 22182

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\* Estimated Amount due if paid by January 29, 2021 ......\$7,654.79

Or

\* Estimated Amount due if paid by February 16, 2021 .....\$7,749.50

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>February 17, 2021</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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

FREMONT REORGANIZATION CORPORATION 175 N RIVERVIEW DR ANAHEIM, CA 92808

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# WARNING

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KING FINANCIAL GROUP INC, REGISTERED AGENT O/B/O FANNIE MAE CORPORATION 945 W MICHIGAN AVE STE 5B PENSACOLA, FL 32507

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MERS PO BOX 2026 FLINT, MI 48501

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OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409

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WELLS FARGO BANK NATIONAL ASSOCIATION TRUSTEE POOLING AND SERVICING AGREEEMTN DATED AS OF JUNE 1 2006 SECURITIZED ASSET BACK RECEIVABLES LLC TRUST 2006-FR2 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-FR2 C/O OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100 WEST PALM BEACH, FL 33409

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www.broward.org/recordstaxestreasury

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WELLS FARGO BANK, N.A. 420 MONTGOMERY ST SAN FRANCISCO, CA 94163

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WELLS FARGO BANK, N.A. AS TRUSTEE 405 SW 554 DES MOINES, IA 50309

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WELLS FARGO HOME MTG 1 HOME CAMPUS FLR 03 DES MOINES, IA 50328

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C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC 1818 LIBRARY ST STE 300 RESTON, VA 20190

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CORPORATION SERVICE COMPANY, REGISTERED AGENT O/B/O WELLS FARGO BANK, N.A. 1201 HAYS ST TALLAHASSEE, FL 32301

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ENVIRON CONDOMINIUM #1 ASSOCIATION, INC., C/O STRALEY & OTTO, P.A. 2699 STIRLING ROAD - SUITE C 207 FORT LAUDERDALE, FL 33312

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>February 17, 2021</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

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

ENVIRON CONDO #1 ASSN INC %STRALEY & OTTO PA 2699 STIRLING RD STE 207-C FORT LAUDERDALE, FL 33312

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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> 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

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## WARNING

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

BECKER & POLIAKOFF, REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION, INC. 1 EAST BROWARD BLVD., SUITE 1800 FORT LAUDERDALE, FL 33301

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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

STRALEY & OTTO, P.A., REGISTERED AGENT O/B/O ENVIRON CONDOMINIUM I ASSOCIATION INC 2699 STIRLING RD C-207 FORT LAUDERDALE, FL 33312

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 6911 ENVIRON BLVD #6M LAUDERHILL, FL. 33319 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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ENVIRON CONDO #1 ASSN INC %STRALEY & OTTO PA 6911 ENVIRON BLVD #6M LAUDERHILL, FL 33319

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ENVIRON CONDOMINIUM I ASSOCIATION, INC. 6901 ENVIRON BLVD #1-F LAUDERHILL, FL 33319

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