

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: 11/16/2020

REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 11/05/2020

CERTIFICATE # 2017-17829 ACCOUNT # 514222AA0110 ALTERNATE KEY # 708340 TAX DEED APPLICATION # 46151

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 No. 111, of ATLANTIC SHORES CONDOMINIUM, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium recorded in Official Record Book 3382, Page 137, and all exhibits and amendments thereof, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 721 ATLANTIC SHORES BOULEVARD #111, HALLANDALE BEACH FL 33009

OWNER OF RECORD ON CURRENT TAX ROLL:

ADAM'S SHOE CRAFT MAN INC 270 SE 7 ST DANIA BEACH, FL 33004 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

ADAM'S SHOE CRAFT MAN INC. 270 SE 7 STREET DANIA, FL 33004 (Per Deed)

ADAM'S SHOE CRAFT MAN INC. 721 ATLANTIC SHORES #111 HALLANDALE BEACH, FL 33009 (Per Assignment in 114179662)

MINH CAMMARATA, REGISTERED AGENT O/B/O ADAM'S SHOE CRAFT MAN, INC 2162 NE 123 STREET NORTH MIAMI, FL 33181 (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: 5142 22 AA 0110

CURRENT ASSESSED VALUE: \$93,160 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. Assessed value has been updated to reflect 2020 certified tax year.

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

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

Wendy Carter
Title Examiner



ISITA AMMTAGE	721 ATLANTIC SHORES BOULEVARD #111, HALLANDALE		5142 22 AA 0110
	BEACH FL 33009	Millage	2513
Property Owner	ADAM'S SHOE CRAFT MAN INC	Use	04
Mailing Address	270 SE 7 ST DANIA BEACH FL 33004		

Abbr Legal ATLANTIC SHORES CONDO UNIT 111 PER CDO BK/PG: 3382/137

Description

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).

_	rec	duction fo	r costs of s	ale and	d other adjustmer	nts re	equired by	Sec. 193	3.011(8).		
				Prope	erty Assessment	Value	es				
Year	Lan	d	Building Improvem		Just / Mark Value	Just / Market Value		Assessed / SOH Value		Tax	
2020	\$9,32	20	\$83,840		\$93,160		\$9	3,160			
2019	\$9,12	20	\$82,110		\$91,230		\$9	1,230		\$2,158.10	
2018	\$8,88	30	\$79,920		\$88,800		\$8	8,800		\$2,006.01	
		20)20 Exempti	ons ar	nd Taxable Values	by 1	Гaxing Aut	hority			
			Cou	nty	School Bo	oard	Mu	nicipal		Independent	
Just Valu	ie		\$93,1	60	\$93	,160	\$	93,160		\$93,160	
Portabilit	ty			0		0		0		0	
Assesse	d/SOH		\$93,1	160	\$93,160		\$93,160			\$93,160	
Homeste	ad			0	0 (0			0	
Add. Hor	nestead			0	0		0			0	
Wid/Vet/I	Dis			0	0			0		0	
Senior				0	0			0		0	
Exempt 1	Гуре			0	0			0		0	
Taxable			\$93,1	160	\$93	\$93,160 \$93,160				\$93,160	
		Sa	les History				L	and Cal	culation	is	
Date	•	Type	Price	Boo	k/Page or CIN		Price	Fa	ctor	Type	
1/20/20	17	WD-T			114179660						
12/17/20)16 F	PRD-Q	\$88,000		114179659						
8/20/20	14	WD-Q	\$85,900		112491934						
3/1/196	67	WD	\$13,700		7859 / 278						
	$\neg \uparrow$						Adj. I	3ldg. S.F		951	
	<u> </u>						Units/E	Beds/Bat	hs	1/2/2	
							Fff /Δc	t Year B	uilt: 19	68/1967	

						Eff./Act. Yea	r Built: 1968/1	967
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
25								
R								
1								

PROPERTY INFORMATION REPORT

ORDER DATE: 09/01/2020

REPORT EFFECTIVE DATE: 20 YEARS UP TO 08/31/2020

CERTIFICATE # 2017-17829 ACCOUNT # 514222AA0110 ALTERNATE KEY # 708340 TAX DEED APPLICATION # 46151

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:

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Condominium Unit No. 111, of ATLANTIC SHORES CONDOMINIUM, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium recorded in Official Record Book 3382, Page 137, and all exhibits and amendments thereof, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 721 ATLANTIC SHORES BOULEVARD #111, HALLANDALE BEACH FL 33009

OWNER OF RECORD ON CURRENT TAX ROLL:

ADAM'S SHOE CRAFT MAN INC 270 SE 7 ST DANIA BEACH, FL 33004 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

ADAM'S SHOE CRAFT MAN INC. Instrument: 114179660 270 SE 7 STREET DANIA, FL 33004 (Per Deed)

ADAM'S SHOE CRAFT MAN INC. 721 ATLANTIC SHORES #111 HALLANDALE BEACH, FL 33009 (Per Assignment in 114179662)

MINH CAMMARATA, REGISTERED AGENT O/B/O ADAM'S SHOE CRAFT MAN, INC 2162 NE 123 STREET NORTH MIAMI, FL 33181 (Per Sunbiz)

MORTGAGE HOLDER OF RECORD:

RYAN AND RICK, LLC Instrument: 114179661 10620 GRIFFIN ROAD #206 COOPER CITY, FL 33328 (Per Mortgage)

RICK PETERSON, REGISTERED AGENT O/B/O RYAN AND RICK LLC 10620 GRIFFIN ROAD SUITE 206 COOPER CITY, FL 33328 (Per Sunbiz)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

LINDA KLISTON 861 E COCO PLUM CIRCLE PLANTATION, FL 33324-3721 (Tax Deed Applicant)

MICHELE FAZIO, REGISTERED AGENT O/B/O ATLANTIC SHORES CONDOMINIUM ASSOCIATION, INC 721 ATLANTIC SHORES BLVD. 212 HALLANDALE, FL 33009 (Per Sunbiz. Declaration recorded in 3382-137.)

PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 5142 22 AA 0110

CURRENT ASSESSED VALUE: \$91,230 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: 7859, Page: 278

Warranty Deed OR: 51045, Page: 181

Ancillary Letters of Administration Instrument: 114094115

Order Authorizing Sale Instrument: 114094118

Personal Representative's Deed Instrument: 114179659

Assignment of Rents, Leases and Profits Instrument: 114179662

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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.

Wendy Carter
Title Examiner



ISITE Address	ite Address 721 ATLANTIC SHORES BOULEVARD #111, HALLANDALE		5142 22 AA 0110
	BEACH FL 33009	Millage	2513
Property Owner	ADAM'S SHOE CRAFT MAN INC	Use	04
Mailing Address	270 SE 7 ST DANIA BEACH FL 33004		

Abbr Legal ATLANTIC SHORES CONDO UNIT 111 PER CDO BK/PG: 3382/137

Description

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).

	reduction 1	for costs of s	ale and	other adjustme	nts re	equired by	Sec. 193	3.011(8).	ı	
			Proper	ty Assessment	Valu	es				
Year	Land	Building Improvem		Just / Market Value			Assessed / SOH Value		Tax	
2019	\$9,120	\$82,110		\$91,230		\$9	1,230			
2018	\$8,880	\$79,920		\$88,800		\$8	8,800		\$2,006.01	
2017	\$8,190	\$73,690		\$81,880		\$8	1,880		\$1,752.72	
·		2019 Exempti	ions and	Taxable Value	s by ⁻	Taxing Aut	hority			
		Cou	nty	School Bo	oard	Mu	nicipal		Independent	
Just Value		\$91,2	230	\$91	,230	\$	91,230		\$91,230	
Portability			0		0		0		0	
Assessed/S	ЮН	\$91,2	230	\$91	,230	\$	\$91,230		\$91,230	
Homestead		0	0			0		0		
Add. Home	stead		0	0			0		0	
Wid/Vet/Dis			0	0			0		0	
Senior			0	0			0		0	
Exempt Typ	е		0	0			0		0	
Taxable		\$91,2	230	30 \$91,230		\$91,230			\$91,230	
	S	ales History				L	and Cal	culatior	IS	
Date	Туре	Price	Book	k/Page or CIN		Price	Fa	ctor	Туре	
1/20/2017	WD-T		1	14179660						
12/17/2016	PRD-Q	\$88,000	1	14179659						
8/20/2014	WD-Q	\$85,900	1	12491934						
3/1/1967	WD	\$13,700	7	2859 / 278	1 <u> </u>					
					ĺ	Adj. I	3ldg. S.F		951	
					'匚	Units/E	Beds/Bat	hs	1/2/2	
						Eff./Ac	t. Year E	uilt: 19	68/1967	

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
25								
R								
1								

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #46151

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of February 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 HALLANDALE BEACH ATTN CRA DEPT 400 S FEDERAL HWY HALLANDALE BEACH, FL 33009	CITY OF HALLANDALE BEACH ATTN CITY ATTORNEY 400 S FEDERAL HIGHWAY 2ND FLR HALLANDALE BEACH, FL 33009	ADAM'S SHOE CRAFT MAN INC. 721 ATLANTIC SHORES #111 HALLANDALE BEACH, FL 33009	ADAM'S SHOE CRAFT MAN INC 270 SE 7 ST DANIA BEACH, FL 33004
MINH CAMMARATA, REGISTERED AGENT O/B/O ADAM'S SHOE CRAFT MAN, INC 2162 NE 123 STREET NORTH MIAMI, FL 33181	ATLANTIC SHORES CONDOMINIUM ASSOCIATION, INC 721 ATLANTIC SHORES BLVD #212 HALLANDALE, FL 33009	MICHELE FAZIO, REGISTERED AGENT O/B/O ATLANTIC SHORES CONDOMINIUM ASSOCIATION, INC 721 ATLANTIC SHORES BLVD. 212 HALLANDALE, FL 33009	RYAN AND RICK, LLC 10620 GRIFFIN ROAD #206 COOPER CITY, FL 33328
RICK PETERSON, REGISTERED AGENT O/B/O RYAN AND RICK LLC 10620 GRIFFIN ROAD SUITE 206 COOPER CITY, FL 33328			

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of February 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 # 116915584 Recorded 12/09/20 at 02:42 PM **Broward County Commission**

Himmin

1 Page(s) #3

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 46151

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:

514222-AA-0110

Certificate Number:

17829

Date of Issuance: Certificate Holder: 05/24/2018 KLISTON LINDA

Description of Property: ATLANTIC SHORES CONDO

UNIT 111

PER CDO BK/PG: 3382/137

Name in which assessed: ADAM'S SHOE CRAFT MAN INC

Legal Titleholders:

ADAM'S SHOE CRAFT MAN INC

270 SE 7 ST

DANIA BEACH, FL 33004

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of March , 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 1st day of December 2020 .

Bertha Henry County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

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

Publish:

DAILY BUSINESS REVIEW

Issues:

02/11/2021, 02/18/2021, 02/25/2021 & 03/04/2021

Minimum Bid: 10209.19

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 46151

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Certificate Holder: KLISTON LINDA

Description of Property: ATLANTIC SHORES CONDO

UNIT 111

PER CDO BK/PG: 3382/137

Name in which assessed: ADAM'S SHOE CRAFT MAN INC Legal Titleholders: ADAM'S SHOE CRAFT MAN INC

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DANIA BEACH, FL 33004

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of March ,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 7th day of December 2020

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

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

Publish: DAILY BUSINESS REVIEW

Issues: 02/11/2021, 02/18/2021, 02/25/2021 & 03/04/2021

Minimum Bid: 10572.19



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

Detail by Entity Name

Florida Not For Profit Corporation
ATLANTIC SHORES CONDOMINIUM ASSOCIATION, INC.

Filing Information

Document Number N00000001540

FEI/EIN Number 59-1605659

Date Filed 03/09/2000

State FL

Status ACTIVE

Principal Address

721 ATLANTIC SHORES BLVD.

APT 212

HALLANDALE, FL 33009

Changed: 08/17/2018

Mailing Address

721 ATLANTIC SHORES BLVD.

212

HALLANDALE, FL 33009

Changed: 08/17/2018

Registered Agent Name & Address

FAZIO, MICHELE

721 ATLANTIC SHORES BLVD.

212

HALLANDALE, FL 33009

Name Changed: 08/17/2018

Address Changed: 08/17/2018

Officer/Director Detail

Name & Address

Title President

FAZIO, MICHELE 721 ATLANTIC SHORES BLVD.

040

HALLANDALE, FL 33009

Title Secretary

Zirpolo , Olga ATLANTIC SHORES BLVD 208 HALLANDALE, FL 33009

Title VP

Lewis, Thomas 721 ATLANTIC SHORES BLVD. 211 HALLANDALE, FL 33009

Title Director

Cavaliere, Vincent 721 ATLANTIC SHORES BLVD. 206 HALLANDALE, FL 33009

Title Treasurer

MANISCALCO, AMPARO 721 ATLANTIC SHORES BLVD. 311 HALLANDALE, FL 33009

Title Director

Weiss, Daniel 721 Atlantic Shores Blvd 110 Hallandale, FL 33009

Annual Reports

Report Year	Filed Date
2018	03/23/2018
2019	05/02/2019
2020	03/31/2020

Document Images

03/31/2020 ANNUAL REPORT	View image in PDF format
05/02/2019 ANNUAL REPORT	View image in PDF format
08/17/2018 AMENDED ANNUAL REPORT	View image in PDF format
03/23/2018 ANNUAL REPORT	View image in PDF format
04/29/2017 ANNUAL REPORT	View image in PDF format

<u>04/19/2016 ANNUAL REPORT</u>	View image in PDF format
03/12/2015 ANNUAL REPORT	View image in PDF format
04/04/2014 ANNUAL REPORT	View image in PDF format
05/26/2013 ANNUAL REPORT	View image in PDF format
03/21/2012 ANNUAL REPORT	View image in PDF format
04/20/2011 ANNUAL REPORT	View image in PDF format
02/23/2010 ANNUAL REPORT	View image in PDF format
03/11/2009 ANNUAL REPORT	View image in PDF format
03/14/2008 ANNUAL REPORT	View image in PDF format
08/06/2007 ANNUAL REPORT	View image in PDF format
04/14/2006 ANNUAL REPORT	View image in PDF format
02/16/2005 ANNUAL REPORT	View image in PDF format
02/12/2004 ANNUAL REPORT	View image in PDF format
04/11/2003 ANNUAL REPORT	View image in PDF format
07/11/2002 ANNUAL REPORT	View image in PDF format
03/16/2001 ANNUAL REPORT	View image in PDF format
03/09/2000 Domestic Non-Profit	View image in PDF format

Detail by Entity Name

Florida Profit Corporation
ADAM'S SHOE CRAFT MAN, INC

Filing Information

Document Number P17000004388
FEI/EIN Number APPLIED FOR
Date Filed 01/12/2017
Effective Date 01/11/2017

State FL

Status ACTIVE

Principal Address

2162 NE 123 STREET NORTH MIAMI, FL 33161

Mailing Address

2162 NE 123 STREET NORTH MIAMI, FL 33181

Registered Agent Name & Address

CAMMARATA, MINH 2162 NE 123 STREET NORTH MIAMI, FL 33181

Officer/Director Detail

Name & Address

Title P

CAMMARATA, MINH 2162 NE 123 STREET NORTH MIAMI, FL 33181

Annual Reports

Report Year	Filed Date
2018	04/27/2018
2019	04/17/2019

Document Images

04/17/2019 ANNUAL REPORT	View image in PDF format
04/27/2018 ANNUAL REPORT	View image in PDF format
01/12/2017 Domestic Profit	View image in PDF format



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

Detail by Entity Name

Florida Limited Liability Company RYAN AND RICK LLC

Filing Information

Document Number L17000007534

FEI/EIN Number 81-7966704

Date Filed 01/10/2017

State FL

Status ACTIVE

Principal Address

10620 GRIFFIN ROAD

SUITE 206

COOPER CITY, FL 33328

Mailing Address

10620 GRIFFIN ROAD

SUITE 206

COOPER CITY, FL 33328

Registered Agent Name & Address

PETERSON, RICK

10620 GRIFFIN ROAD

SUITE 206

COOPER CITY, FL 33328

Address Changed: 01/09/2018

Authorized Person(s) Detail

Name & Address

Title MGR

POWERS, RYAN J 1344 EUCLID #5 MIAMI BEACH, FL 33319

Title MGR

PETERSON, CHARLES R 10620 GRIFFIN RD, 206 0001 LIX 011 1, 1 L 33320

Annual Reports

Report Year	Filed Date
2018	01/09/2018
2019	01/26/2019
2020	03/18/2020

Document Images

03/18/2020 ANNUAL REPORT	View image in PDF format
01/26/2019 ANNUAL REPORT	View image in PDF format
01/09/2018 ANNUAL REPORT	View image in PDF format
01/10/2017 Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

INSTR # 114094115 Page 1 of 1, Recorded 12/13/2016 at 01:27 PM Broward County Commission, Deputy Clerk ERECORD

**** FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 12/6/2016 8:48:06 AM.****

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

STEVEN B. PANKIEWICZ,

FILE NUMBER PR-C-16-0004719

Deceased.	
	/

HOWARD C. FORMAN CLERK ON 2 -6-16 By 976

ANCILLARY LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, STEVEN B. PANKIEWICZ, a resident of Stroudsburg, Pennsylvania, died on on the state of Florida, and

WHEREAS, an authenticated transcript of the proceedings in Monroe County, Pennsylvania has been filed and admitted to probate in this Court; and

WHEREAS, BRIAN CROOK has been appointed Ancillary Personal Representative of the Florida estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the Estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare BRIAN CROOK duly qualified under the laws of the State of Florida to act as Ancillary Personal Representative of the Estate of STEVEN B. PANKIEWICZ, deceased, with full power to administer the Estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on DEC 6

2016

Circuit Judge

cc:

Michael J. Snyder, Esq.

M:\Documents\PROBATE\Pankiewicz, Steven B. (Brian Crook)\ANCILLARY ADM. FORMS\Letters of Administration (Ancilla

day of

78-290860 This Indenture,

. A. D. 1978, Between MILDRED HARRIS, an Made this 24thday of October unremarried widow.

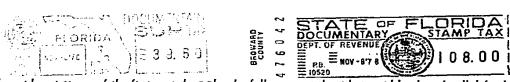
of the County of Broward in the State of Florida ,part Y of the first part, and GUIDO PICARAZZI and JEAN PICARAZZI, his wife, , in the State of Florida of the County of Broward , whose post office address is 721 Atlantic Shores Blvd., Unit #111, Hallandale, Florida, 33009 part ies of the second part.

Witnesseth, That the said part y of the first part, for and in consideration of the sum of in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said parties of the second part. Their and assigns forever, the following described land, situate, and being in the County of Broward State of Florida , to wit:

That certain Condominium Parcel composed of Unit No. 111 and an undivided 3.25921% interest or share in the common elements appurtenant thereto in accordance with, and subject to, the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Atlantic Shores Condominium, as recorded in O. R. Book 3382, Page 137, of the Public Records of Broward County, Florida.

SUBJECT TO: conditions, restrictions, reservations, limitations, and easements of record, if any; zoning ordinances affecting said property; and taxes for 1978 and subsequent years.

SUBJECT TO: purchase money mortgage between the parties hereto.



of the first part do eshereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part y her of the first part has hand and seal the day and year first above written.

Signed, scaled and delivered in the presence of:

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MILDRED HARRIS, an unremarried widow.

to me known to be the person described in and who executed the foregoing instrument and She acknowledged before me that She executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this October A. D. 19 78.

ROLARY PHOTO, STATE OF HORMA ATTIAGE MY COMMISSION EVENES MAR. 25, 1979. BONDED THRU MAYNARD BONDING. MEMOY

This Instrument prepared by: CHARLES A. FINKEL, ESQ. Long & Finkel, P. A.
Mallandare eun
meilandere, Fiorida

CERTIFICATE OF APPROVAL

OF

THIS IS TO CERTIFY that GUIDO PICARAZZI AND JEAN PICARAZZI
HIS WIFE , has been approved by ATLANTIC SHORES CONDOMINIUM UNINCORPORATED ASSOCIATION ASSOCIATION a Florida EXEKNEENEEN not for
profit, as the purchaser of the following described real property in BROWARD
County, Florida:
Condominium Parcel No. 111
according to the Declaration of Condominium thereof, recorded in Official Records Book 382 at Page 137, of the Public Records of BROWARD County, Florida.
Such approval has been given pursuant to the provisions of Article, of
the Declaration of Condominium of such Condominium.
DATED: This 10th day of MARCH , 1978
Atlantic Shores Condominium Association
President
Vice President STATE OF FLORIDA COUNTY OF Browner SECURITY STATE OF FLORIDA SECURITY OF Browner SECURITY STATE OF FLORIDA SECURITY OF Browner SECURITY SECURITY SECURITY SECU
STATE OF FLORIDA) COUNTY OF Browner) BEFORE ME, the undersigned authority, personally appeared
BEFORE ME, the undersigned authority, personally appeared simon Robinson and Louise Mitchell, to me well thought to be the persons described in and who executed the foregoing instru-
ment as President and Secretarian respectively of Atlantic Shores Condo Assoc. Vice President, a Florida Corporation not for profit, and they severally acknowledged before me that they executed such in-
itrument as such Officers of said Corporation, and that the Seal affixed thereo is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation and was executed for the purposes therein expressed.
s the free act and deed of said Corporation and was executed for the purposes herein expressed.
WITNESS my hand and official seal at said County and State, this 4 day of
NOTARY PUBLIC MAINS 1810-1931
dy commission expires: State of Florida at Large
etery Public, State of Florida at Large Mr. Campaigner Transport CHARLES A. FINKEL

\$85,900,∞

THIS INSTRUMENT PREPARED BY: Russell M. Hayson, Esq. RECORD & RETURN TO: Pallotto & Hayson, P.A.

1909 Tyler Street, Suite 416 Hollwood, Florida 33020

9120140076

W到RRANTY DEED (Statutory Form - Section 689.02 F.S.)

THIS INDENTURE, made this 2 day of $_{\perp}$ between GUIDO PICARAZZI and JEAN PICARAZZI, husband and wife "Grantors", whose address is 51 Hillston Road, Trumbull, CT 06611 to Steven B. Pankiewicz, a single man, "Grantee", whose 721 Atlantic Shores Blvd, Unit 111, Hallandale Beach, Florida 33009 address is

WITNESSETH, that said Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

> Condominium Unit No.: 111, of ATLANTIC SHORES CONDOMINIUM, a Condominium according to The Declaration of Condominium recorded in Official Records Book 3382, Page 137, and all exhibits and amendments thereof, Public Records of Broward County, Florida.

Parcel ID No.: 5142-22-AA-0110

Property Address: 721 Atlantic Shores Blvd, Unit 111, Hallandale Beach, Florida 33009

- Ĩ. Taxes for the current year and subsequent year;
- 2. Conditions, restrictions, reservations, conditions and easements of records but does not seek to re-impose same.

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

The terms "Grantors" and "Grantee" as used herein shall include the singular or plural, as the context requires.

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

Guido Picarazzi 51 Hillston Rd. Signed, sealed and delivered Trumbull, CT 06611

in our presence:

22

(Print) Janet DeBondetto

Patricia Stevens

State of Connection

I HEREBY CERTIFY that the foregoing document was acknowledged before me on this of AUGUST _____2014, by Guido Picarazzi and Jean Picarazzi, husband and wife, who is personally known to me or who has produced RIVERS

as identification and who did take an oath.

County of

My commission expires: Z-2B-15

Notary Public

only on a daily bases.

The above named applicant hereby states he/size has read fully the terms, regulations, addendums and amendments incorporated in the proprietary lease (if buyer) and the By-Laws of the ATLANTIC SHORES CONDO ASSOCIATION and agrees to abide by all rules and

I hereby authorize your Association or any agent of your Association and hereby give my permission, as a condition to buy, lease or rent in your building, to contact any of my previous employers, companies, credit bureaus, governmental agencies and persons to release any background information regarding credit history, criminal history, other sources and any information which is permissible by law.

The above being understood and agreed, I do hereby affix my signature.

OWNER (S)

APPLICANT (S)

APPLICANT (S)

ALL OBLIGATIONS DUE CONDO ASSOCIATION MUST BE SATISFIED BEFORE BOARD

APPROVAL

Approved:

For the Condo

BOARD OF DIRECTORS

Rejected:

Date 3/3/ Signature:

Signature:

helofatio BLE Revised 3/21/12

Steven B. Pankiewicz

INSTR # 114179659 Page 1 of 3, Recorded 01/31/2017 at 01:33 PM Broward County Commission, Doc. D \$616.00 Deputy Clerk ERECORD

Prepared by:
Michael J. Snyder, Esq.
Michael J. Snyder & Associates, PA
4000 Hollywood Blvd, Ste. 455-S
Hollywood, FL 33021
954-374-5678
Return to:
Miami Title Group, Inc.
150 S.E. 2nd Avenue, Ste. PH1
Miami, FL 33131
305-407-1660

File Number: 615114-A-PANKIE

Folio: 5142 22 AA 0110 Consideration: \$88,000.00

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Personal Representative's Deed

This Personal Representative's Deed made this 17 day of December, 2016 between Brian Crook, as the duly qualified and acting Personal Representative of the Estate of Steven B. Pankiewicz Estate in the Circuit Court for Broward County, Florida Probate Division Case No. PRC160004719, whose post office address is 2177 Sarah Ct., East Stroudsburg, PA 18301, grantor, and Christina M. Cammarata, a single woman whose post office address is 721 Atlantic Shores Blvd., #111, Hallandale, FL 33009, grantee:

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

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

Condominium Unit No. 111, of ATLANTIC SHORES CONDOMINIUM, a CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium recorded in Official Record Book 3382, Page 137, and all exhibits and amendments thereof, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142 22 AA 0110

Grantor warrants that at the time of this conveyance, the subject property was not Steven B. Pankiewicz, Decedent's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of Decedent's homestead property. Decedent's residence and homestead address was: 2177 Sarah Ct., East Stroudsburg, PA 18301.

Grantor warrants that at the time of this conveyance, the subject property was not Brian Crook, Personal Representative's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of Personal Representative's homestead property. Personal Representative's residence and homestead address is: 439 Guy Lombardo Avenue, Freeport, NY 11520-5605.

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 has good right and lawful authority to sell and convey said land; that the grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

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

Signed, sealed and delivered in our presence:

Francisco Manuscales
Witness Name: Frances ca Manuscales
Brian Crook, Personal Representative

Witness Name: Carra V/a

New York State of Florida County of Broward Nassau

The foregoing instrument was acknowledged before me this 17 day of 16 day of 17 day of 18 day of 19 day of

[Notary Seal]

LATISHA EBONY FLORES
Notary Public - State of New York
NO. 01FL6300503
Qualified in Nassau County
My Commission Expires Apr 7, 2018

Notary Public

Printed Name:

My Commission Expires:



Certificate of Approval

This is to certify that **Christina M. Cammarata** has been approved by the Board of Directors of Atlantic Shores Condominium Association, Inc., as the **purchaser** of the following described property located in Broward County, Florida.

Atlantic Shores Condominium Association, Inc. 721 Atlantic Shores Boulevard Unit No. 111 Hallandale Beach, Florida 33009

Such approval has been given pursuant to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

IN WITNESS WHEREOF, this certificate has been executed in the name of Atlantic Shores Condominium, Association Inc., by its officer's thereunto duly authorized on the day of August, 2016.

Additional Occupants: None (Initial)

Atlantic Shores Condominium Association, Inc.

Assigned Parking Space

By: _/

1 of 3, Recorded 01/31/2017 at 01:33 PM INSTR # 114179660 Page Broward County Commission, Deputy Clerk ERECORD

PREPARED BY & RETURN TO:

Name:

Roxana Uyema

Miami Title Group, Inc.

Address: 150 S.E. 2nd Avenue

Suite PH1

Miami, FL 33131

File No. 16-0717RT

Parcel No.: 514222-AA-0110

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS DEED IS BEING RECORDED TO CONVEY INTEREST IN TITLE FROM THE GRANTOR TO THE GRANTEE THAT SOLELY OWNS AND CONTROLS THE GRANTOR COMPANY, NO CONSIDERATION IS BEING PAID, THUS DOCUMENTARY STAMP TAXES ARE NOT DUE.

This WARRANTY DEED, made the 20th day of January, 2017, by CHRISTINA M. CAMMARATA, a single woman, hereinafter called the Grantor, to ADAM'S SHOE CRAFT MAN INC., A FLORIDA CORPORATION, having its principal place of business at 270 SE 7 Street, Dania, FL 33004, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of BROWARD, State of Florida, viz:

Condominium Unit No. 111, of ATLANTIC SHORES CONDOMINIUM, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium recorded in Official Record Book 3382, Page 137, and all exhibits and amendments thereof, of the Public Records of Broward County, Florida.

SUBJECT TO THE ABOVE DESCRIBED DECLARATION OF CONDOMINIUM, WHICH GRANTEE HEREIN AGREES TO OBSERVE AND PERFORM. TOGETHER WITH ALL OF THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING TO SAID CONDOMINIUM UNIT.

FURTHER SUBJECT TO TAXES FOR THE YEAR <u>2017</u> AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

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

And the Grantor hereby covenants with the 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 that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2016 .

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature Roxana

Witness Signature

Printed Name: Katherine Mendoza

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this $\frac{20}{1}$ day of January, 2017, by Christina M. Cammarata. He (she) is personally known to me or has produced $\frac{20}{1}$ where $\frac{20}{1}$ as identification.

Signature of Notary

Printed Name:

My commission expires:

ROXANA UYEMA My commission a program EXPIRES May 11, 2020 FloridaNetaryService.com



Certificate of Approval

This is to certify that Adam's Shoe Craft Man, Inc. has been approved by the Board of Directors of Atlantic Shores Condominium Association, Inc., as the purchaser of the following described property located in Broward County, Florida.

Atlantic Shores Condominium Association, Inc. 721 Atlantic Shores Boulevard Unit No. 111 Hallandale Beach, Florida 33009

Such approval has been given pursuant to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

IN WITNESS WHEREOF, this certificate has been executed in the name of Atlantic Shores Condominium, Association Inc., by its officer's thereunto duly authorized on the 8th day of August, 2016.

Additional Occupants: None	(Initial)
	Atlantic Shores Condominium Association, Inc.
	By: Jangth.
Assigned Parking Space	$B_{ m v}$

INSTR # 114179661 Page 1 of 16, Recorded 01/31/2017 at 01:33 PM
Broward County Commission, Doc M \$199.50 Int Tax \$114.00 Deputy Clerk ERECORD

RECORD AND RETURN TO:

Ryan and Rick, LLC 10620 Griffin Road #206 Cooper City, FL 33328

THIS INSTRUMENT PREPARED BY: Ryan and Rick, LLC 10620 Griffin Road #206 Cooper City, FL 33328

[Space above line reserved for recording office use]

MORTGAGE

Balloon Mortgage – This Mortgage has a Balloon Payment. The Balloon Payment will be due on February 1, 2020 in the amount of \$57,000.00 plus accumulated interest.

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 20, 2017, together with all Riders to this document
- (B) "Borrower" is Adam's Shoe Craft Man, Inc., a Florida corporation. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Ryan and Rick, LLC, a Florida limited liability company. Lender's address is 10620 Griffin Road #206, Cooper City, FL 33328. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated of even date herewith. The Note states that Borrower owes Lender FIFTY SEVEN THOUSAND AND NO/100 DOLLARS (\$57,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2020.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "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.
- (G) "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	\mathbf{X}	Condominium Rider	Second Home Rider
☐ Balloon Rider		Planned Unit Development Rider	Other(s)-Service of Process
🛚 1-4 Family Rider		Biweekly Payment Rider	

- (H) "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.
- (I) "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.

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENTForm 3010 1/01 (page 1 of 12pages)

- (J) "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.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "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.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
 (N) "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.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County of **Broward**:

721 Atlantic Shores #111, Hallandale Beach FL 33009 -See Exhibit "A" attached hereto for Legal Description.

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 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 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

FLORIDA.-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENTForm 3010 1/01 (page 2 of 12pages)

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 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.

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 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

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 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 impair the Property, allow the Property to deteriorate or 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 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 nonrefundable 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.
- 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

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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 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

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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 shall be served upon Borrower's appointed agent ("Borrower's Agent") as set forth in that certain Appointment of Agent dated of even date herewith ("Appointment of Agent"), in connection with this Security Instrument shall be deemed to have been given to Borrower's Agent when mailed by first class mail or when actually delivered to Borrower's Agent notice address as set forth in the Appointment of Agent, 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 address as set forth in the Appointment of Agent unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of change to the Borrower's Agent or the Borrower's Agent's address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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 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

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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.

Balloon Mortgage – This Mortgage has a Balloon Payment. The Balloon Payment will be due on February 1, 2020 in the amount of \$57,000.00, plus accumulated interest.

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.

BORROWER:

Signed, sealed and delivered, in the presence of:

WITNESSES:

Printhame Roxana Vigema

Christina M. Cammarata, President

Adam's Shoe Craft Man, Inc., a Florida corporation

STATE OF FLORIDA)	
COUNTY OF Migmi - Docte)	
	cknowledged before me this <u>QO</u> day of January, ZO17 by Christina oe Craft Man, Inc., a Florida corporation, who is [] personally known <u>QC</u> as identification
My commission expires:	Name:
	What blue

EXHIBIT A

Unit No. 111, of Atlantic Shores Condominium, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 3382, Page 137, of the Public Records of Broward County, Florida.

a/k/a 721 Atlantic Shores Blvd. Unit 111, Hallandale Beach FL 33009

Folio Number: 5142 22 AA 0110

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 20th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by Adam's Shoe Craft Man, Inc., a Florida corporation (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Ryan and Rick, LLC, a Florida limited liability company (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

721 Atlantic Shores #111, Hallandale Beach FL 33009

[the "Property Address"]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
 - A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument as the "Property."
 - B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
 - C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
 - **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
 - F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
 - G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
 - H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless



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

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

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

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

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

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

BORROWER:

Adam's Shoe Craft Man, Inc., a Florida corporation

Christina M. Commorata President

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Ryan and Rick, LLC, a Florida limited liability company (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

721 Atlantic Shores #111, Hallandale Beach FL 33009

[the "Property Address"]

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

ATLANTIC SHORES CONDOMINIUM

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in 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.

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

BORROWER:

Adam's Shoe Craft Man, Inc., a Florida corporation

Christina M. Cammarata - President

INSTR # 114179662 Page 1 of 9, Recorded 01/31/2017 at 01:33 PM Broward County Commission, Deputy Clerk ERECORD

RECORD AND RETURN TO: Ryan and Rick, LLC 10620 Griffin Road #206 Cooper City, FL 33328

THIS INSTRUMENT PREPARED BY: Ryan and Rick, LLC 10620 Griffin Road #206 Cooper City, FL 33328

[Space above line reserved for recording office use]

ASSIGNMENT OF RENTS, LEASES AND PROFITS (IMPROVED PROPERTY LOCATED IN THE STATE OF FLORIDA)

THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS (the "Assignment") is made as of the 20th day of January, 2017 by and between Adam's Shoe Craft Man, Inc., a Florida corporation (the "Borrower"), having an address of 721 Atlantic Shores #111, Hallandale Beach FL 33009 and Ryan and Rick, LLC, a Florida limited liability company, having an address of 10620 Griffin Road #206, Cooper City, FL 33328 (the "Lender" such term to include subsequent holders, if any, of the Promissory Note which this Assignment secures).

Recitals of Fact

- A. Borrower is obtaining financing from Lender on this date and is encumbering the real property legally described in Exhibit "A" attached hereto and made a part hereof, the improvements thereon, and all personal property used in connection therewith (hereinafter collectively the "Property").
- B. Borrower, in connection therewith, has executed (a) a Promissory Note (hereinafter the "Note") on this same date, payable to the order of the Lender, in the principal amount of FIFTY SEVEN THOUSAND AND NO/100 [20] [2577] [2
- C. In order to induce Lender to make the Loan, Borrower has agreed to make the assignment herein as primary and not as secondary security for the Note.

Agreement

- 1. In order to induce Lender to make the Loan, and as a condition to the making of the Loan and in consideration thereof, Borrower hereby agrees that the foregoing recitals are true and correct, and incorporated herein by reference, and Borrower covenants, warrants and agrees as follows:
- a. <u>Assignment</u>. Borrower, as assignor, hereby unconditionally grants unto the Lender, as assignee, a lien upon the rents and does further assign, transfer and set over unto Lender, as assignee, all of its right, title and interest in any and all of the following, whether now or hereafter acquired:

- i. All leases and tenancies of all or any portions of the Property, whether written, oral or implied and whether now or hereafter entered into; all rights to use, possess, sell, rent, operate, lease, sublease or otherwise dispose of all or any part of the property rights and leasehold estates under the leases and tenancies; all security deposits and other deposits held by Borrower pursuant to terms of the leases and tenancies; and any full or partial guaranties of any lease obligations by any person or entity, together with all of the rights of the Borrower to modify, terminate or accept a surrender of any of the leases and tenancies (collectively the "Leases"); and
- ii. All rents and other payments which are due or which become due under any of the Leases, including any and all percentage rents, additional rents, payments of tenants' shares of common expenses, taxes and insurance, and all rights of Borrower to reduce, abate or accept a prepayment of all or any of the rents or other amounts payable by the tenants under the Leases (collectively the "Rents"); and
- iii. All management contracts, service contracts, maintenance contracts, insurance policies and other contract rights which now exist or which may hereafter come into existence relating to the Property or any part thereof, together with any and all sales, assignments and proceeds thereof and all modifications, extensions, or renewals thereof (collectively the "Contracts"); and
- iv. All of the sales proceeds, rents, issues, profits, and other proceeds now due and which may hereafter become due under or by virtue of any sale or sale agreement, whether written or oral, or any letting or subletting or any agreement for the use of or occupancy of any part of the Property which may exist at any time between the Borrower and any purchaser, tenant or occupant of any part of the Property or any person or entity regarding the use or rental of personalty or improvements which may be or become a part of the Property; and all other income, profits, assessments and other fees and charges arising from the Leases or the Property and the benefits of any and all guaranties thereof (collectively the "Profits"); and

All rights to use and possess, sell, rent, let, lease or otherwise dispose of or deal with any or all of the Property or other rights or interests pledged pursuant to the Loan Documents, which may now or hereafter be available for the use of purchasers, such tenants as may be approved by Lender, or the operations of the Property. The Leases, Rents, Contracts and Profits, together with all other matters described in this Section 1, are hereinafter collectively the "Collateral."

- 2. Term of Assignment. This Assignment shall remain in effect until (a) the Note is paid in full and all other obligations contained in any of the Loan Documents are fully and completely satisfied; or (b) this Assignment is voluntarily released by Lender (without thereby implying any intention of Lender to do so prior to payment in full of the Note). If at any time payment of any amounts paid under any of the Loan Documents is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy or reorganization of Borrower or under any other circumstances, this Assignment shall continue to be effective or shall (if previously terminated) be reinstated, as the case may be, as if such payment had not been made, notwithstanding the release of this Assignment of public record. No judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage or any other Loan Documents shall lessen the effect of this instrument. This Assignment shall remain in full effect during the pendency of any foreclosure proceedings under the Mortgage or any of the other Loan Documents, both before and after the sale, until the issuance of a certificate of title to the foreclosure sale purchaser.
- 3. Rights of Borrower Prior to Default. As of the execution of this Assignment and until Lender notifies Borrower or other parties as provided below, and further makes demand upon and provided that no Event of Default has occurred which remains uncured, Lender elects not to collect the Rents or Profits, or the amounts payable under the Leases or Contracts, directly from the tenants and other parties making such payments, but rather shall have a lien against same in accordance with Florida Statutes. Lender agrees that Borrower may collect the Rents and Profits, and the amounts payable under the Leases and Contracts, upon, but not prior to, the times such payments accrue. Borrower shall hold all such amounts received by it in trust, however, for the benefit of Lender. Borrower covenants to apply the amounts so collected first to the payment of the Note as payments become due thereon, and second to other obligations of Borrower under the Loan Documents as such obligations become payable, and third to the payment of all taxes, assessments and reasonable operating expenses of the Property. However, if a default occurs in the making of any payments due under the Note or such other Event of Default (as that term is defined in the Note or the Mortgage) occurs, then Lender shall have the rights specified below.

4. <u>Borrower's Covenants</u>. Borrower covenants and agrees as follows:

- a. Lender shall not in any way be responsible for the condition or maintenance of the Collateral or any failure to do any or all of the actions for which rights, interests, powers and authority are herein granted. Lender will be liable only for such payments and proceeds as it actually receives under the terms hereof. Borrower will make no claim against Lender respecting the Collateral and shall defend and indemnify Lender against any claims by third parties against Lender alleging any liability of Lender for any of the matters described in this Section 4. The failure of Lender to take any of the actions or exercise any of the rights, interest, powers and/or authority granted to Lender hereunder, shall not be construed to be a waiver of any of the rights, interest, powers, or authority granted to Lender hereunder.
- b. Borrower will execute upon the request of Lender any and all further documents, assignments or instruments which Lender deems appropriate or necessary to evidence or effectuate this Assignment or grant or confirm the right and authority assigned to Lender hereunder.
- c. During the term of this Assignment, Borrower will not remove or cause or allow to be removed from the Property any of the personalty or improvements on or used in connection with the Property, except as may be permitted in the Mortgage.
- d. Borrower specifically gives its consent and authorization to any court of competent jurisdiction to issue, by <u>ex parte</u> hearing, such order or orders as may be appropriate or necessary to enforce the terms of this Assignment, granting to Lender such powers, orders or authority as Lender shall need to desire to enforce this Assignment. Any such Court is directed not to require any bond of Lender, the parties agreeing that time is of the essence to protect the interests of Lender and Borrower.
- e. Borrower will, at Borrower's sole cost and expense, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents, Contracts, Profits, or any of the obligations or liabilities of the Borrower or any persons in connection therewith.
- f. Borrower will fulfill and perform each and every obligation which is incumbent upon Borrower as lessor or other contracting party under all Leases and Contracts.
- g. Borrower will enforce, at its sole cost and expense, short of termination of any of the Leases or Contracts, the performance and observance of each and every covenant and condition required under the Leases or Contracts.
- 5. <u>Representations and Warranties: Additional Covenants.</u> Borrower makes the following representations and warranties to Lender, and enters into the following additional covenants, with the intention and expectation that Lender will rely upon the same in entering into this Assignment:
- a. Borrower knows of no present material defaults in the performance of any of the terms and conditions contained in the Leases or Contracts.
- b. Borrower has not executed any prior assignments of any of the Leases, Contracts, Rents, or Profits or any payments due thereunder and will not in the future execute any assignments of the same or any payments thereunder, other than this Assignment.
- c. Borrower has not performed any acts or executed any other documents, and will not take any action or execute any other documents, which might prevent, limit or restrict Lender from enforcing any of the terms or conditions of this Assignment, exercising any of its rights or remedies hereunder, functioning as the successor to Borrower under the Leases or Contracts, or collecting the Rents and Profits in the event of default, as provided herein.
- d. Borrower has not executed or granted any modification or amendment to any of the Leases or Contracts, or Lease guaranties and will not amend or modify the same in any way which limits or eliminates any rights to payments or performance thereunder.

- e. Borrower will not enter into any new Leases without having first obtained Lender's prior written consent, which may be withhold subject to Lender's sole discretion.
- f. No security deposits made by any tenants or lessees under any of the Leases have been transferred to the Lender. Borrower agrees that Lender shall not be liable for any security so deposited unless and until Lender actually receives the deposit amounts.
- g. Borrower has not collected or anticipated any rentals or other payments under any of the Leases and Contracts, except for security deposits, for a period of time in excess of one (1) month prior to the accrual of such rental or payment.
- h. Borrower will not grant any rent concessions or discount any future accruing rents, except as may be expressly approved in writing by Lender, subject, however, to Lender's sole discretion.
- i. All Leases and the tenants' rights thereunder are subject to, subordinate and inferior to this Mortgage and the Loan Documents.

Borrower will, upon request, promptly furnish Lender with a current rent roll of the Property and annual operating statements of income and expenses, including rent schedules, in such detail as may be reasonably required by Lender.

- j. Borrower agrees to furnish Lender with copies of all signed Leases immediately upon request.
- k. Borrower will not consent to any assignment or subletting under the Leases without Lender's prior written consent.
- l. Borrower will not enforce the Leases, except in compliance with all applicable laws. Furthermore, Borrower will not initiate any litigation, file pleadings or otherwise engage in any suit or proceedings without first obtaining Lender's written consent.
- 6. Events of Default. An event of default shall exist under this Assignment upon the happening of any one or more of the following events (each an "Event of Default"):
- a. Failure of Borrower to pay any principal or interest on or other amount due under the Note within no later than ten (10) days from when the same is due, whether at maturity, by acceleration or otherwise.
 - b. An Event of Default, as defined in the Note or the Mortgage, occurs.
- c. Breach of any one of Borrower's covenants, obligations, warranties or representations under this Assignment.

7. <u>Lender's Remedies Upon Default.</u>

- a. Upon the occurrence of an Event of Default as defined above, and after written demand by the Lender, Borrower's right to collect and retain the Rents and Profits shall immediately terminate, and Lender's rights under the assignments created by this Assignment shall become fully effective. Lender will have the right at its option to enforce and to exercise any or all of its rights under this Assignment or otherwise, and all rights under law, including, without limitation, the remedies afforded under Section §697.07, Florida Statutes, but Borrower expressly agrees that Lender's exercise of any rights hereunder or Lender's affirmative act to collect the Rents, Profits or other income shall not be a prerequisite or precondition to the full effectiveness and enforceability of Lender's rights hereunder.
- b. In such event, and upon Lender's election, Borrower shall deliver to Lender all of the Leases and Contracts. Any oral Leases or Contracts shall be described in a writing delivered by Borrower to Lender, although Lender, at its sole option, may elect not to be bound by any such oral agreements.

- Lender, at its option, after complying with Section §697.07, Florida Statutes, shall have the right and is hereby authorized to: (a) take possession and control of the Property; (b) manage and operate the Property; (c) preserve and maintain the Property; (d) make repairs and improvements to the Property which Lender at its sole discretion deems necessary; (e) collect all Rents and Profits from the Property; (f) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of the Leases or other Contracts; (g) in the name of either Borrower or Lender enter into real or personal property leases or tenancy agreements, or other contracts or agreements, with such third parties as Lender may at its sole discretion select, and upon such terms and conditions as Lender in its sole discretion may determine; (h) sue for unpaid Rents, Profits or other payments or proceeds in the name of Borrower or Lender; (i) maintain actions for possession of property or for Rent; (j) compromise or give acquittance for Rents, Profits or other payments or proceeds that may become due; (k) maintain suits on Leases, Contracts and other agreements; (l) delegate any and all rights and powers given to Lender by this Assignment; (m) have a receiver appointed; and (n) use such measures, legal or equitable, as in its sole discretion may carry out and effectuate the provisions of this Assignment. All such actions shall be taken at the sole expense of the Borrower with interest thereon from the date of expenditure at the Default Rate stated in the Note, with all such monies due and payable upon demand.
- 8. <u>Instructions to Lessees and Other Parties</u>. This Assignment constitutes an express direction to and full authority to any lessee, tenant or other contracting party to pay directly to Lender, upon Lender's request and compliance with Section §697.07, Florida Statutes, all Rents, Profits and other amounts which may be or become due to Borrower. No additional proof of default shall be required. Any lessee, tenant, or other contracting party is hereby irrevocably authorized to rely upon and comply with any notice or demand by the Lender for the payment to the Lender of any rental or other amounts which may be or become due under its Lease or Contract, or for the performance of any obligations under such Lease or Contract. The lessee or other contracting party shall not be liable to Borrower, or any person claiming under Borrower, for making any payment or rendering any performance to Lender. The lessee or other contracting party shall have no obligation or right to inquire whether any default has actually occurred or is then existing. By its execution of this Assignment, Borrower irrevocably joins in, consents to and makes and delivers the above instructions to all of its tenants and other parties under the Leases and Contracts.
- 9. <u>Application of Income</u>. The Rents and Profits collected and received by Lender may be applied as follows, in whatever order Lender in its sole discretion may determine:
- a. To the payment of the operating expenses of the Property, including costs of management (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents); improvements, alterations, replacements and repairs to the Property; placing the Property in such condition as will, in the judgment of Lender, make it readily rentable; premiums on fire, tornado, hurricane, casualty, liability or other insurance if Lender deems such insurance necessary; and any claims for damages arising out of the ownership or management of the Property.
- b. To the payment of the actual costs and expenses incurred by Lender in collecting the Rents and Profits, including commissions paid to secure tenants or lessees, and reasonable attorney's fees incurred in connection with the enforcement of this Assignment and incurred in recovering the Property or any personal property from any lessee or other contracting party.
- c. To the payment of taxes, special assessments and insurance premiums which become due and which are delinquent on the Property; all obligations contained in the Loan Documents; and any liens or encumbrances on the Property or any personal property of Borrower.
 - d. To the payment of bills for reasonable and necessary repairs and improvements on the Property.
- e. To the payment of any and all indebtedness, together with interest, evidenced by the Loan Documents or any deficiency which may result from any foreclosure sale.
- f. If the Rents and Profits are insufficient to fully pay all of the above items, Borrower shall remain liable to Lender for the difference, which shall be payable upon demand. At any time, Lender may seek and obtain a judgment or judgments against Borrower for the amount of the deficiency. Borrower waives any counterclaim to which it may be entitled in any such proceedings (without prejudice to assert the same in a separate cause of action at a later time).

- 10. <u>Lien on Property</u>. If the Rents from the Property are insufficient to reimburse Lender for any expenses incurred by Lender pursuant to this Assignment, any disbursements made by Lender and not so reimbursed may be made as a future advance under the Mortgage with lien priority equal to the lien of the Mortgage.
- 11. <u>Lender as Agent</u>. Lender is and will be acting solely as an agent of Borrower in taking any actions in connection with the Property. Lender assumes no responsibility or liability in any other capacity. Lender shall not be obligated to perform any obligation or duty, or discharge any liability under any of the Leases or Contracts, or under or by reason of this Assignment.
- 12. <u>Remedies Cumulative</u>. The remedies provided in this Assignment and in the other Loan Documents are cumulative and not mutually exclusive. The remedies can be exercised successively or concurrently, as many times as and whenever the occasion may arise, and the exercise of any one or more remedies shall not be a waiver of or preclude the exercise of any one or more remedies at the same or any later time for the same or any later default.

13. <u>Liability of Lender</u>.

- a. In Lender's exercise of the powers granted Lender by this Assignment, no liability shall be asserted or enforced against Lender, and Borrower expressly waives and releases Lender from all such liability.
- b. Lender shall not be responsible for any failure to perform any covenants in any of the Leases and Contracts, either before or after the exercise of any assignments or remedies contained in this Assignment. Lender shall not be responsible for any damage or harm to the Property or any additions, improvements or fixtures to the Property. Lender also shall not be liable to any person or entity for any accidents or other occurrences occurring on or with respect to any part of the Property.
- c. This Assignment, prior to any Event of Default by Borrower and entry upon the Property by Lender by reason thereof, shall not operate to place responsibility for the care, management or repair of the Property upon the Lender. Lender shall not be responsible or liable for any wastes committed on the Property by the tenant(s) or any other parties, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.
- d. In accepting the assignments herein described, and in exercising any of the remedies provided herein or taking any of the actions which are authorized herein, Lender will be acting solely and exclusively as agent for Borrower in attempting to realize the maximum return from the Property and in attempting to obtain payment to Lender of the amounts which Lender is to receive pursuant to the Note. The parties acknowledge that in so doing, Lender will not be or be deemed to be an "owner" or "operator" of the Property under any environmental statute, law, regulation or ordinance, and will not be assuming any obligations of Borrower to fully comply with all such statutes, laws, regulations or ordinances, as more particularly described in the Mortgage. Borrower will specifically defend and indemnify Lender against any such liability, cost, loss or expense.

14. <u>Indemnity</u>.

- a. Borrower agrees to defend and indemnify the Lender from and against any and all liability, loss, damage and expenses (including all attorneys' fees and expenses through litigation and all appeals) which Lender may or might incur under any of the Leases and Contracts, or under or by reason of this Assignment, from any violation of law for which Borrower is responsible, and from all claims and demands whatsoever which may be asserted against the Lender in connection with the Property or respecting any alleged obligations or undertakings to perform or discharge any terms, covenants or agreements contained in any of the Leases or Contracts, except for loss or demand resulting from willful or negligent actions of Lender. This indemnity shall include specifically, but without limitation, an indemnity against any of the matters described in Section 13 above.
- b. Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses and attorneys' fees, together with interest at the Default Rate stated in the Note from the date the cost or loss was incurred, shall be secured by this Assignment and by the other Loan Documents. Borrower shall pay all such amounts

immediately upon demand.

of 9

15. <u>Bankruptcy</u>.

- a. The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under this Assignment, the Note, and other Loan Documents, and that parties other than the Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Assignment. The parties also agree that this Assignment is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Assignment shall be allowed in bankruptcy. Should an assumption of or assignment of this Assignment be permitted in violation of this covenant, the parties agree that Lender will not have adequate assurance of performance unless and until Lender is allowed access to adequate financial and other information to satisfy itself that the trustee or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this Assignment, in full accordance with its terms, and that sufficient collateral is pledged and sufficient bonds or letters of credit are posted by the bankruptcy trustee or proposed assignee to guarantee performance of such obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in §365(b)(3) of the Bankruptcy Code of 1978, as amended, shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Assignment.
- b. In the event of Borrower's bankruptcy, the debtor in possession or trustee shall not be permitted to use, sell or lease the Property, Leases, Contracts, Rents, or Profits, whether or not in the ordinary course of business, without providing adequate protection to Lender. The parties agree that the language in Section §361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the Property, Contracts, Rents or Profits. The cash payment referred to in that section shall mean the full payment required under the Note and payment representing the full replacement value of the Property, Leases, Contracts, Rents or Profits used, sold or leased; the replacement liens referred to in that section shall mean liens on property the actual market value of which is equal to or greater than the replacement cost of the Property, Leases, Contracts, Rents or Profits used, sold or leased; and the term "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to Lender of ownership interests in a continuing business surviving the bankruptcy, or grants to Lender of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate Lender for the loss of the present value (computed at the then market rate of interest for commercial loans) of its interest in the Property, Leases, Contracts, Rents, or Profits. For purposes of computation, the value of the Property Leases, Contracts, Rents or Profits is deemed to be the replacement cost.
- c. The parties agree that because of the extreme financial importance to Lender of this transaction, and because of the nature of the Property, Leases, Contracts, Rents, and Profits, and the likelihood that their value will quickly decrease over time, Lender will be irreparably harmed by any stay of its collection effort or the exercise of its remedies under this Assignment.
- d. The parties agree that in the event a plan of reorganization is proposed under Chapter 11 of the Bankruptcy Code of 1978, as amended, the plan will be fair and equitable to Lender, as a secured creditor, only if Lender realizes under the plan the indubitable equivalent of its interests in the Property, Leases, Contracts, Rents, or Profits. The term "indubitable equivalent" in such context shall have the same meaning as that given in Section 15b of this Assignment.
- 16. WAIVER OF JURY TRIAL. BORROWER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY COURSE OF DEALING OR ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.
- 17. <u>Notices</u>. The notice provisions of the Mortgage shall be deemed a part hereof and incorporated herein as though fully stated in this Assignment.
- 18. <u>Miscellaneous</u>. This Assignment shall be binding upon Borrower and its heirs, successors, and assigns, and shall inure to the benefit of Lender and its successors, transferees and assigns, and all parties who may become holders of the Note. This Assignment is made and executed under and shall in all respects be governed and enforced by and

construed in accordance with the laws of the State of Florida, including, without limitation, matters of construction, validity and performance. Each party acknowledges that it has reviewed this Assignment, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. In the event any terms or provisions of this Assignment are held invalid or unenforceable, the remaining terms and conditions of this Assignment shall continue to be fully enforceable without change, and this Assignment shall be interpreted as if the invalid or unenforceable provision had not been a part hereof.

IN WITNESS WHEREOF, Borrower has executed or caused this Assignment to be executed by its duly authorized agents.

	WITNESSES:	BORROWER:
	Print name Rossina liverna	Adam's Shoe Craft Man, Inc., a Florida corporation
_	Edge of the land	Chirtya amaiate
	Print name: Fliseo/1/212	Christina M. Cammarată, President
	STATE OF FLORIDA)	
	COUNTY OF Migmi Dack)	
	The foregoing instrument was acknowledged be	fore me this QO day of January, 2017, by Christina
	M. Cammarata, President of Adam's Shoe Craft Man, In	nc., a Florida corporation, who is [] personally known
	to me or [I produced Flonver's uc. as identified	cation.
		Name:
	My commission expires:	Notary Public, State of
		Commission No.
		POYANA UYEMA

INSTR # 114179662 Page 9 of 9, End of Document

EXHIBIT A

Unit No. 111, of Atlantic Shores Condominium, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 3382, Page 137, of the Public Records of Broward County, Florida.

a/k/a 721 Atlantic Shores Blvd. Unit 111, Hallandale Beach FL 33009

Folio Number: 5142 22 AA 0110

INSTR # 114094118 Page 1 of 2, Recorded 12/13/2016 at 01:29 PM Broward County Commission, Deputy Clerk ERECORD

**** FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 12/6/2016 8:48:06 AM.****

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

Filed in Open Court. HOWARD C. FORMAN

ON 12-6-16

IN RE: ESTATE OF

PROBATE DIVISION

STEVEN B. PANKIEWICZ,

FILE NUMBER PRC-16-0004719

Deceased.		
f	/	/

ORDER AUTHORING SALE OF REAL PROPERTY AND TO DEPOSIT PROCEEDS INTO THE COURT RESTRICTED ACCOUNT FOR THE ESTATE

(Broward Property)

On the Petition of BRIAN CROOK as Personal Representatives of the Estate of STEVEN B. PANKIEWICZ, for authorization to sell the real property located at 721 Atlantic Shores Boulevard, #111, Hallandale Beach, Fl 33009 to Christina M. Cammarata, Buyer and that the proceeds for same be deposited with Suntrust Bank, 4000 Hollywood Blvd., Hollywood, Florida 33021, as depository, as provided by Section 69.031 of the Florida Statutes, it is, thereupon,

ORDERED AND ADJUDGED that:

1. That the following described real property be, and same is hereby ordered to be sold to Christina M. Cammarata, as Buyer, for a purchase price of \$88,000.00, which is the Fair Market Value, as per the "AS IS" Residential Contract for Sale and Purchase by and between the Estate of Steven B. Pankiewicz, as Seller, and Christina M. Cammarata, as Buyer, for a purchase price of \$88,000.00, which is the Fair Market Value, and was scheduled to close on September 15, 2016, and the parties are under an extension agreement with the understanding that the parties will close as soon as Seller receives an Order from the Probate Court Authorizing: Sale: The real property is located at 721 Atlantic Shores Boulevard, #111, Hallandale Beach, Florida 33009, further legally described as:

Page two-Order Authorizing Sale of Real Property E/O Steven B. Pankiewicz Case no: PR-C-16-0004719

Condominium Unit 111, ATLANTIC SHORES CONDOMINIUM, a condominium according to the Declaration of Condominium recorded in O.R.B. 3382, Page 137, and all exhibits and amendments thereof, Public Records of Broward County, Florida; Folio: 5142 22 AA 0110

- 2. That this transaction is an **arm's length transaction** and that this transaction is **in** the best interest of the estate.
- 3. That the subject property does not constitute the homestead of the decedent, as per Broward County Property Appraiser printout.
 - 4. That this order only applies to the specific sale as specified in paragraph 1 above.
- 5. The net proceeds from the sale are to be deposited into a court-restricted estate account at Suntrust Bank, 4000 Hollywood Blvd. Hollywood, Florida 33021, under the Estate of Steven B. Pankiewicz.
- 6. That the Personal Representative is authorized to execute the Personal Representatives' Deed on behalf of the estate and that said Personal Representative is also authorized to execute any and all documents necessary to effectuate the sale of the subject property.

DONE AND ORDERED at Broward County, Florida, this

Copies furnished to:

Michael J. Snyder, Esq.

M:\Documents\PROBATE\Pankiewicz, Steven B. (Brian Crook)\Order Sale property.wpd

CIRCUIT COURT JUDG

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