

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

Phone: (412) 391-5555 Fax: (412) 391-7608

E-mail: <u>TitleExpress@grantstreet.com</u>

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 09/16/2022

REPORT EFFECTIVE DATE: 20 YEARS UP TO 09/12/2022

CERTIFICATE # 2019-2411 ACCOUNT # 484215AC0390 ALTERNATE KEY # 104532 TAX DEED APPLICATION # 49579

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. 401-C, of CRYSTAL LAKE 941, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3293, at Page 602, of the Public Records of BROWARD County, Florida.

PROPERTY ADDRESS: 941 CRYSTAL LAKE DRIVE #401, DEERFIELD BEACH FL 33064

OWNER OF RECORD ON CURRENT TAX ROLL:

MARIA ANGELICA PAMATAT 346 SW 33 TER DEERFIELD BEACH, FL 33442-2632

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

MARIA ANGELICA PAMATAT OR: 40739, Page: 1657 941 CRYSTAL LAKE DRIVE #401 POMPANO BEACH, FL 33064 (Per Deed)

MORTGAGE HOLDER OF RECORD:

DEUTSCHE BANK NATIONAL TRUST COMPANY, OR: 44962, Page: 488 AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005 BACK CERTIFICATES, SERIES 2005-FFH4 150 ALLEGHENY CENTER MALL

PITTSBURGH, PA 15212-5356 (Per Assignment of Mortgage. No Sunbiz record found.)

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

KEYS TAX FUNDING LLC - 20 PO BOX 645040 CINCINNATI, OH 45264-5040 (Tax Deed Applicant)

MIDLAND FUNDING LLC OR: 49047, Page: 466 SUCCESSOR IN INTEREST TO CITIBANK Instrument: 113679064 8875 AERO DR. SUITE 200

SAN DIEGO, CA 92123 (Per Judgments)

HAROLD KARKER, REGISTERED AGENT, O/B/O CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION) 941 CRYSTAL LAKE DRIVE 415 DEERFIELD BEACH, FL 33064 (Per Sunbiz. Declaration in 3293-602)

SCOTT PAMATAT 941 CRYSTAL LAKE DRIVE POMPANO BEACH, FL 33064 (Additional Mortgagor.)

PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 4842 15 AC 0390

CURRENT ASSESSED VALUE: \$114,430 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: 18517, Page: 658

Warranty Deed OR: 34688, Page: 553

Mortgage OR: 40739, Page: 1659

Re-Recorded Mortgage OR: 41264, Page: 1260

Assignment of Mortgage OR: 42248, Page: 1418

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.

Kinsey Ram
Title Examiner



Site Address	941 CRYSTAL LAKE DRIVE #401, DEERFIELD BEACH FL		4842 15 AC 0390
	33064	Millage	1112
Property Owner	PAMATAT, MARIA ANGELICA	Use	04
Mailing Address	346 SW 33 TER DEERFIELD BEACH FL 33442-2632		<u> </u>
Abbr Legal Description	CRYSTAL LAKE 941 CONDO UNIT 401 PER CDO BK/PG: 3293/602		

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

					Prop	erty Assessment	Va	lues					
Year	La	and		Buildi Improve			Just / Market Value		Assessed / SOH Value			Tax	
2021	\$11,	,440		\$102,9	90	\$114,43	\$114,430		\$110,110				
2020	\$10,	,010		\$90,0	90	\$100,10	0		\$100,100			\$2,295.84	
2019	\$9,	580		\$86,1	80	\$95,76	0		\$95,760			\$2,219.09	
			20	21 Exemp	tions a	nd Taxable Value	s b	у Тах	ing Aut	hority			
				Co	ounty	School I	Зоа	rd	Mι	ınicipal		Independent	
Just Valu	1 e			\$11	4,430	\$11	4,4	30	\$	114,430		\$114,430	
Portabilit	ty				0			0	0			0	
Assesse	d/SOH			\$11	0,110	\$11	4,4	30	\$110,110		\$110,110		
Homeste	ad				0			0	0 0		0		
Add. Homestead				0			0 0			0			
Wid/Vet/Dis				0			0	0 0			0		
Senior				0		0			0		0		
Exempt 1	Гуре				0			0		0		0	
Taxable			\$11	10,110		4,4	,430 \$110,110			\$110,110			
			Sale	es History	,		1		L	and Cal	culatio	ons	
Date	•	Туре		Price	Boo	ok/Page or CIN	1	Р	Price Fa		ctor	Туре	
9/15/20	05	WD	\$16	65,000	4	10739 / 1657	1						
2/27/20	03	WD	\$7	8,500	34688 / 553		1						
6/1/199	91	WD	\$5	2,000	18517 / 658		1[
12/1/19	66	WD	\$1	5,900			1[
	o						1[Adj. E	3ldg. S.F.		996	
							7[Units/E	Beds/Batl	าร	1/2/2	
							Γ		Eff./Ac	t. Year B	uilt: 1	967/1966	

	Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
11			2						
R			2						
1									

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #49579

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 3rd day of January 2023, 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 DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441	MARIA ANGELICA PAMATAT 941 CRYSTAL LAKE DRIVE #401 POMPANO BEACH, FL 33064	PAMATAT, MARIA ANGELICA 346 SW 33RD TER DEERFIELD BEACH, FL 33442- 2362	SCOTT PAMATAT 941 CRYSTAL LAKE DRIVE POMPANO BEACH, FL 33064
CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION) 941 CRYSTAL LAKE DR #415 DEERFIELD BEACH, FL 33064	HAROLD KARKER, REGISTERED AGENT, O/B/O CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION) 941 CRYSTAL LAKE DRIVE 415 DEERFIELD BEACH, FL 33064	MIDLAND FUNDING LLC SUCCESSOR IN INTEREST TO CITIBANK 8875 AERO DR. SUITE 200 SAN DIEGO, CA 92123	FIRST FRANKLIN A DIVISION OF NAT CITY BANK OF IN 2150 NORTH FIRST STREET SAN JOSE, CA 95131
MIDLAND FUNDING LLC SUCCESSOR IN INTEREST TO CITIBANK C/O LINDA E SINGER, ESQ SPRECHMAN & ASSOCIATES, P.A. 2775 SUNNY ISLES BLVD STE 100 MIAMI, FL 33160-4007	DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005 BACK CERTIFICATES, SERIES 2005-FFH4 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212-5356		

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 3rd day of January 2023 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Monica Cepero

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

By	
Deputy Misty Del Hierro	

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 49579

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:

484215-AC-0390

Certificate Number:

2411

Date of Issuance:

05/26/2020

Certificate Holder:

KEYS TAX FUNDING LLC - 20

Description of Property: CRYSTAL LAKE 941 CONDO

UNIT 401

PER CDO BK/PG: 3293/602

Name in which assessed: PAMATAT, MARIA ANGELICA

Legal Titleholders:

PAMATAT, MARIA ANGELICA

346 SW 33 TER

DEERFIELD BEACH, FL 33442-2632

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of February , 2023 . 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 day of November , 2022 . 1st

Monica Cepero 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:

01/12/2023, 01/19/2023, 01/26/2023 & 02/02/2023

Minimum Bid: 12291.63

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

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Property ID:

484215-AC-0390

Certificate Number:

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Certificate Holder:

KEYS TAX FUNDING LLC - 20

Description of Property: CRYSTAL LAKE 941 CONDO

UNIT 401

PER CDO BK/PG: 3293/602

Name in which assessed: PAMATAT, MARIA ANGELICA

Legal Titleholders:

PAMATAT, MARIA ANGELICA

346 SW 33 TER

DEERFIELD BEACH, FL 33442-2632

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

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Dated this day of November , 2022 . 1st

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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:

01/12/2023, 01/19/2023, 01/26/2023 & 02/02/2023

Minimum Bid: 12291.63

401-314

BROWARD

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared BARBARA JEAN COOPER, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, of Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

49579 NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 2411

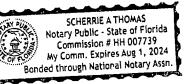
in the XXXX Court, was published in a newspaper by print in the issues of Broward Daily Business Review f/k/a Broward Review on

01/12/2023 01/19/2023 01/26/2023 02/02/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this 2 day of FEBRUARY, A.D. 2023

(SEAL)
BARBARA JEAN COOPER personally known to me



Broward County, Florida
RECORDS, TAXES & TREASURY
DIVISION/TAX DEED SECTION
NOTICE OF APPLICATION FOR
TAX DEED NUMBER 49579
NOTICE is hereby given that the holder of the following certificate has filled 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: 484215-AC-0390
Certificate Number: 2411

Property ID: 484215-AC-0590 Certificate Number: 2411 Date of Issuance: 05/26/2020 Certificate Holder: KEYS TAX FUNDING LLC - 20

Description of Property: CRYSTAL LAKE 941 CONDO

UNIT 401
PER CDO BK/PG: 3293/602
Condominium Unit No. 40.1-C, of CRYSTAL LAKE 941, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3293, at Page 602, of the Public Records of BROWARD County, Flonda.

Name in which assessed: PAMATAT, MARIA ANGELICA Legal Titleholders:

PAMATAT, MARIA ANGELICA 346 SW 33 TER

DEERFIELD BEACH, FL 33442-2632
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of February, 2023. Prebidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net
 *Pre-registration is required to bid.
Dated this 17th day of November,
2022.

Monica Cepero County Administrator RECORDS, TAXES, AND TREASURY DIVISION

(Seal) 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.

12711.63

Minimum Bid: 401-314

1/12-19-26 2/2 23-12/0000639274B

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23000576

Broward County, FL VS Maria Angelica Pamatat

RETURN OF SERVICE

Court Case # TD 49579

Hearing Date:02/15/2023 Received by CCN 16720 01/06/2023 9:45 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Maria Angelica Pamatat 941 Crystal Lake Drive #401 Deerfield Beach FL 33064

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave.

Room A-100

Fort Lauderdale FL 33301

Date: 01/06/2023 Time: 11:34 AM

On Maria Angelica Pamatat in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

Other Returns: Other Returns

COMMENTS: Posted Tax Sale Notice on the front door of unit 401.

You can now check the status of your writ by visting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

Gregory Tony, Sheriff Broward County, Florida

D.S.

RECEIPT	INFORMATION '	EXECUTION COSTS	DEMAND/LEVY I	NFORMATION
Receipt #			Judgment Date	n/a
Check #			Judgment Amount	\$0.00
Service Fee	\$0.00		Current Interest Rate	0.00%
On Account	\$0.00		Interest Amount	\$0.00
Quantity			Liquidation Fee	\$0.00
Original	2		Sheriff's Fees	\$0.00
Services	2		Sheriff's Cost	\$0.00
			- Total-Amount	\$0.00

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 484215-AC-0390 (TD #49579)**

WARNING

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

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

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NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Amount due if paid by January 31, 2023\$9,800.12
 - Or
- * Amount due if paid by February 14, 2023\$9,924.01

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON February 15, 2023 UNLESS THE BACK TAXES ARE PAID.

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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

PAMATAT, MARIA ANGELICA 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064

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

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23000576

Broward County, FL VS Maria Angelica Pamatat

RETURN OF SERVICE

Court Case # TD 49579

Hearing Date:02/15/2023 Received by CCN 15591 01/06/2023 6:41 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Maria Angelica Pamatat

346 SW 33 Terrace Deerfield Beach FL 33442

Served:

Not Served:

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave.

Room A-100

Fort Lauderdale FL 33301

Date: 01/06/2023 Time: 8:46 AM

On Maria Angelica Pamatat in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

INDIVIDUAL SERVICE

COMMENTS: Posted front door. White car and truck in driveway.

You can now check the status of your writ by visting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

Gregory Tony, Sheriff **Broward County, Florida**

D.S.

H. Tuckish, #15591

RECEIPT INFORMATION		ECEIPT INFORMATION EXECUTION COSTS		DEMAND/LEVY INFORMATION		
Receipt #			Judgment Date	n/a		
Check #		·	Judgment Amount	\$0.00		
Service Fee	\$0.00		Current Interest Rate	0.00%		
On Account	\$0.00		Interest Amount	\$0.00		
Quantity			Liquidation Fee	\$0.00		
Original	2		Sheriff's Fees	\$0.00		
Services	2		Sheriff's Cost	\$0.00		
			Total Amount	\$0.00		

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 484215-AC-0390 (TD # 49579)

WARNING

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

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

ORIGINAL DOCUMENT

NOTE

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PLEASE SERVE THIS ADDRESS OR LOCATION

PAMATAT, MARIA ANGELICA 346 SW 33 TER DEERFIELD BEACH, FL 33442-2632

NOTE: THIS IS <u>NOT</u> THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUGITION THIS IS THE ADDRESS OF THE OWNER!



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

Detail by Entity Name

Florida Not For Profit Corporation

CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION)

Filing Information

 Document Number
 710219

 FEI/EIN Number
 59-1209047

 Date Filed
 01/18/1966

State FL

Status ACTIVE

Principal Address

941 Crystal Lake Drive

415

Deerfield Beach, FL 33064

Changed: 06/28/2022

Mailing Address

941 Crystal Lake Drive

415

Deerfield Beach, FL 33064

Changed: 06/28/2022

Registered Agent Name & Address

Karker, Harold

941 Crystal Lake Drive

415

Deerfield Beach, FL 33064

Name Changed: 06/28/2022

Address Changed: 06/28/2022

Officer/Director Detail
Name & Address

Title President

ALVES, ANA

941 Crystal Lake Drive

101

Deerfield Beach, FL 33064

Title Treasurer

KARKER, HAROLD 941 Crystal Lake Drive 107 Deerfield Beach, FL 33064

Title Secretary

WAMNESS, JOSEPH 941 Crystal Lake Drive 207 Deerfield Beach, FL 33064

Annual Reports

Report Year	Filed Date
2021	02/09/2021
2022	02/27/2022
2022	06/28/2022

Document Images

06/28/2022 AMENDED ANNUAL REPORT	View image in PDF format
02/27/2022 ANNUAL REPORT	View image in PDF format
09/07/2021 AMENDED ANNUAL REPORT	View image in PDF format
02/09/2021 ANNUAL REPORT	View image in PDF format
04/27/2020 ANNUAL REPORT	View image in PDF format
04/28/2019 ANNUAL REPORT	View image in PDF format
04/27/2018 ANNUAL REPORT	View image in PDF format
04/22/2017 ANNUAL REPORT	View image in PDF format
04/25/2016 ANNUAL REPORT	View image in PDF format
04/22/2015 ANNUAL REPORT	View image in PDF format
04/30/2014 ANNUAL REPORT	View image in PDF format
04/27/2013 ANNUAL REPORT	View image in PDF format
04/29/2012 ANNUAL REPORT	View image in PDF format
04/28/2011 ANNUAL REPORT	View image in PDF format
04/30/2010 ANNUAL REPORT	View image in PDF format
04/29/2009 ANNUAL REPORT	View image in PDF format
05/04/2008 ANNUAL REPORT	View image in PDF format
04/30/2007 ANNUAL REPORT	View image in PDF format
03/10/2006 ANNUAL REPORT	View image in PDF format
05/02/2005 ANNUAL REPORT	View image in PDF format
05/02/2004 ANNUAL REPORT	View image in PDF format
04/28/2003 ANNUAL REPORT	View image in PDF format
04/30/2002 ANNUAL REPORT	View image in PDF format
06/26/2001 ANNUAL REPORT	View image in PDF format

<u>05/31/2000 ANNUAL REPORT</u>	View image in PDF format
03/22/1999 ANNUAL REPORT	View image in PDF format
03/23/1998 ANNUAL REPORT	View image in PDF format
03/10/1997 ANNUAL REPORT	View image in PDF format
03/22/1996 ANNUAL REPORT	View image in PDF format
03/24/1995 ANNUAL REPORT	View image in PDF format

Grantee #1 TIN: - [Space Above This Line For Recording Data] Deed Warranty June, 1991 A.D. . Between Made this 25th day of MURIEL C. KIRK, a single woman, AND GERALDINE M. SILVER and GARY G. SILVER, her husband, , grantors, and State of Florida of the County of Broward EMIL HOMENUIK, a single man, whose address is: 2009 Finlayson Dr. Yellowknife, N.W.T., CANADA X1A 3C7 , grantee. State of of the County of Witnesseth that the GRANTORS, for and in consideration of the sum of ---- TEN & NO/100(\$10.00) ---and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S beirs and assigns forever, the following described land, situate, State of Florida to wit: lying and being in the county of Broward Condominium Parcel 401-C of CRYSTAL LAKE 941 CONDOMINIUM, according to the Declaration of Condominium dated the 14th day of January, 1966, and recorded in O.R. Book 3293, Page 602, of the Public Records of Broward County, Florida. Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1991. MURIEL C. KIRK, STATES THAT SHE WAS MARRIED TO HOWARD B. KIRK ON AND REMAINED CONTINUOUSLY MARRIED TO HIM UNTIL HOWARD B. KIRK'S DEATH and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever. the grantors have hereunto set their hands and seals the day and year first above written. Witness Whereof,

Signed, sealed and delivered in our presence: (Seal)

STATE OF Florida COUNTY OF Broward

ROGER L. BROWN, ESQ.

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared MURIEL C. KIRK, a single woman, AND GERALDINE M. SILVER and GARY G. SILVER, her husband,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed June , 1991.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of This Document Prepared By:

NOTARY PUBLIC, STATE OF My Commission Expires:

CARPENTER & BROWN, P.A. 701 E. COMMERCIAL BLVD. SUITE 100 PORT LAUDERDALE, FL 33334

"OFFICIAL NOTARY SEAL" DONNA B. KEEFE NOTARY PUBLIC STATE OF FLORIDA My Commission Exp. JUNE 24,1993

1332.001RR

CRYSTAL LAKE 941 ASSOCIATION, INC. 941 Crystal Lake Drive Pompano Beach, Florida 33061

CERTIFICATE OF APPROVAL

This is to certify that <u>Emil Home Nuile</u> has/have been approved by Crystal Lake 941 Association, Inc. as the purchasers of the following described property in Broward County, Florida:

Apartment # 40/of Crystal Lake 941 Assoc., Inc., a condominium according to the Declaration thereof, dated February 28, 1966 and recorded in the Official Records of Broward County, Florida Book 3293, pages 602 thru 658, together with all the appurtenances thereto, all according to said Declaration of Condominium and exhibits attached thereto.

Such approval has been given pursuant to the provisions of section 28 of said Declaration of Condominium.

Crystal Lake 941 Assoc., Inc.

Bv

President

Secretary BOARD MEMBER

(Corporate Seal)

State of Florida

County of Broward

Before me personally appeared ALICE M. KARKER and EDNAKO MOITA being President and Secretary respectively of Crystal Lake 941 Assoc., Inc., to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this of May . 199/.

da.

Notary Public

RECORDED IN THE OFFICIAL RECVISED HOUR OF BROWARD COUNTY, FLORIDA

L. A. HESTER COUNTY ADMINISTRATOR

Notary Public, State of Florida My Contribution Expires Sopt. 17, 1994 Bonded They Test - Insurance Inc. Prepared by and Return to: Cinderella Derby, an employee of First American Title Insurance Company 4758 North Federal Highway Lighthouse Point, Florida 33064 (954) 782-2282

File No.: 154021

WARRANTY DEED

This indenture made on Twenty-seventh day of February, 2003 A.D., by

Emil Homenuik, a single man

whose address is: 3500 Springdale Blvd. #R218, Palm Springs, FL 33461 hereinafter called the "grantor", to

Michael Evans, a single man

whose address is: 941 Crystal Lake Fr #401, Pompano Beach, FL 33064 hereinafter called the "grantee:

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Broward** County, **Florida**, to-wit:

Condominium Unit 401-C, CRYSTAL LAKE 941 CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 3293, Page 602, as amended from time to time, of the Public Records of Broward County, Florida.

Parcel Identification Number: 18215-AC-03900

Subject to covenants, conditions, restrictions and easements of record and taxes for the current year.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2002.

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

Emil Homenuik

Signed spaled and delivered in our presence:

Witness Signature

Print Name: ______

Witness Signature

Print Name:

State of FL

County of Broward

Sworn To, Subscribed and Acknowledged before me on February 27, 2003, by **Emil Homenuik, a single man** who is/are personally known to me or who has/have produced a valid driver's license as

identification.

NOTARY PUBLIC

Printed Name of Notary

My Commission Expires:

Christine M. Shelley
My Commission DD060782
Expires September 27, 2005

OR BK 34688 PG 555, Page 3 of 3

Crystal Lake 941 Association, Inc.

941 Crystal Lake Drive Box #415 Pompano Beach, FL 33064

CERTIFICATE OF APPROVAL
This is to certify that WCHAEL TUANS has / have been approved by Crystal Lake 941 Association, Inc., a condominium according to the Declaration thereof, dated February 28, 1966 and recorded in the Official Records of Broward County, Florida, Book 3293, pages 602 through 658, together with all the appurtenances thereto, all according to said Declaration of Condominium and exhibits attached thereto.
Such approval has been given pursuant to the provisions of Section 28 of said Declaration of Condominium.
Dated this 21 day of TEB, 2003. CRYSTAL LAKE 941 ASSOCIATION, INC. by Sally Betts President BOARD OF DIRECTORS Madeline B Lebelt Recording Socretary BOARD OF DIRECTORS (Corporate Seal)
STATE OF FLORIDA > COUNTY OF BROWARD >
Before me personally appeared MADELINE SHUTZ and NATE A being President and Recording Secretary respectively of Crystal Lake 941 Association, Inc., to me known to be and they acknowledged to and before me that
they executed said instrument for the purposes therein expressed. Witness my band and official seal this 21 day of 100 200 3.
JANE M. BROCK Notary Public TATT OF BONDED THROUGH ADVANTAGE NOTARY ADVANTAGE NOTARY BONDED THROUGH ADVANTAGE NOTARY

This Instrument Prepared by: Record and Return to: MJ Casolari Title & Escrow Network 901 East Sample Road Suite B Pompano Beach, FL 33064 050844

Parcel Identification Number: 18215-AC-03900

Warranty Deed

THIS INDENTURE,

(The terms grantor" and "grant." herein shall be construed to Include all genders and singular or plural as the contest Indicates.)

Made this 15 day of Septimber, 2005 Between MICHAEL EVANS, a single man, of the State of Florida, County of Broward, Grantor; and MARIA ANGELICA PAMATAT, a married woman, whose post office is 941 Crystal Lake Drive #401, Pompano Beach, FL 33064 of the County of Broward, State of Florida, grantee:

WITNESSETH: That said grantor, for and In consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations to said grantor In hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in **Broward County**, **Florida**, to wit:

Condominium Unit No. 401-C, of CRYSTAL LAKE 941, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3293, at Page 602, of the Public Records of BROWARD County, Florida.

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

Signed under seal on Say day of Signed	<u>W</u> , 2005
Signed in the presence of:	
(Witness Signature)	Mike Engage MICHAEL EVANS
(Print Name of Witness)	
(Olu	
(Witness Signature) Coldo Voiles	
(Print Name of Witness)	
STATE OF FLORIDA COUNTY OF BROWARD	
I HEREBY CERTIFY that on this day before acknowledgments, personally appeared MICHAEL described in or who identified themself (ves) by mean executed the foregoing instrument and acknowledged	EVANS, a single man to be the person(s) as of who
WITNESS my hand and official seal in the County ar	nd State last aforesaid thisday of
MJ CAMMISS MY COMMISS EXPIRES: Bonded through	Notary Public My commission expires: AUG 19, 2907 AUG 19, 2007 AND Advantage Notary

ASSIGNMENT OF MORTGAGE

P.O. Box 25018

FILE_NUMBER: F07056917

SPACE FOR RECORDING ONLY F.S.§695.26

FOR VALUE RECEIVED, on or before November 15, 2007, the undersigned, FIRST FRANKLIN FINANCIAL CORPORATION, ("Assignor") assigned, transferred and conveyed to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005 BACKED CERTIFICATES, SERIES 2005-FFH4, ("Assignee") whose address is 150 Allegheny Center Mall, Pittsburgh, PA 15212-5356, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated September 15, 2005 and recorded October 15, 2005 in Official Records Book 40739 at Page 1659 of the public records of BROWARD County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT NO. 401-C, OF CRYSTAL LAKE 941, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 3293, AT PAGE 602, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): MARIA ANGELICA PAMATAT A/K/A MARIA A. PAMATAT, and SCOTT PAMATAT

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on 2007.

Signed, sealed and delivered in the presence of: Witness Typed Name ANNETTE CARRAGA Witness Typed Name Bullow Witness Typed Name Bullow Witness	FIRST FRANKLIN FINANCIAL CORPORATION By: Typed Name: FYESH T-Gon 30les Title: Assistant West Trepolart Attest: Typed Name: MARY MCARE Title: Supartison
n .	(Affix Corporate Seal)
STATE OF Yennsy Jamia	
COUNTY OF Allogham	
BEFORE ME, the undersigned, personally appeare	d Eilen I. Convelo
and Man Manba as	Assessant with Professional
and Salaka and	respectively, and known to me to be
the persons that executed the foregoing instrument, and a	cknowledged that they executed the foregoing as its duly
authorized officers and that such execution was done as t	he free act and deed of FIRST FRANKLIN
FINANCIAL CORPORATION this day of	<u>December</u> , 2007.
That Wugh	
Notary Public:	COMMONWEALTH OF PENNSYLVANIA
My commission expires: JUN 0 7 2011	Notarial Seal Tara L. Birden, Notary Public
<u> </u>	Cally UT Pittshi min Alleghon, Co
	L Wy Commission Expires June 7, 2011
Recording requested by, prepared by and return to:	Member, Pennsylvania Association of Notaries
Florida Default Law Group, P.L.	

DOC_ID: M001100

CFN # 106179308, OR BK 42248 Page 1418, Page 1 of 1, Recorded 06/20/2006 at 09:23 AM, Broward County Commission, Deputy Clerk 3310

FLORIDA

COUNTY OF BROWARD

POOL NO.

LOAN NO. 4000491203

Assignment-Interv.-Recorded
WHEN RECORDED MAIL TO:
SECURITY CONNECTIONS
1935 INTERNATIONAL WAY
IDAHO FALLS, ID 83402
ATTN ASSIGNMENT TRACKING

ASSIGNMENT OF MORTGAGE	
KNOW ALL MEN BY THESE PRESENTS, that <u>First Franklin, a divi</u>	SION OF NATIONAL CITY BANK OF INDIANA ,
located at <u>2150 NORTH FIRST STREET, SUITE 100, S.</u> "Assignor," in consideration of the sum of <u>TEN DOLLAR</u> and valuable consideration paid by <u>FIRST FRANKLIN FI</u>	<i>s (\$10.00)</i> and other good
located at <u>2150 NORTH FIRST STREET, SUITE 100, S.</u> "Assignee", does hereby grant, bargain, sell, assign, tr a certain indenture of mortgage bearing the date of made by <u>MARIA A PAMATAT JOINED BY HER HUSBAND</u> So	ransfer and set over unto Assignee of SEPTEMBER 15, 2005
Book <u>40739</u> , page <u>1659</u> , Clerk's Fil of <u>BROWARD</u> County, Florida, upon the foll AS DESCRIBED ON SAID MORTGAGE REFERRED TO HERE.	e #105459066 public records owing described property:
TOGETHER WITH the note(s) and documents therein descrand to become due, with interest, and all rights accrued TO HAVE AND TO HOLD the same unto the said Assignee, IN WITNESS WHEREOF the said Assignor has caused these name by its proper officers thereunto duly authorized to FEBRUARY 2006, but effective	d or to accrue under said Mortgage. its successors and assigns forever. e presents to be executed in its
KRYSTAL HALL WITNESS BY:	ON OF NATIONAL CITY BANK OF INDIANA M. L. MARCUM VICE PRESIDENT ANDY BROUGH
STATE OF IDAHO) ss	TNESS
COUNTY OF BONNEVILLE On FEBRUARY 7, 2006 , before me, the unders M. L. MARCUM , who is known to me the within instrument as the VICE PRESIDENT	igned, personally appeared to be the person who executed tion that executed the within executed the within instruard of directors.
WITNESS my hand and official seal.	
CARLA TENEYCK (COMMISSION EXP. 09-02-09) NOTARY PUBLIC CARLA TENEYCK NOTARY PUBLIC STATE OF IDAHO	PREPARED BY Arlien Manghan KARLEEN MAUGHAN 1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402

P=S.002.12167.46 C=S.305.1085

MAY

PREPARED BY:

Name: KAREN CHAVEZ

Address: FIRST FRANKLIN 150 SOUTH PINE ISLAND ROAD, SUITE 3, PLANTATION, FL 33324

Return to:

FIRST FRANKLIN c/o SECURITY CONNECTIONS 1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402

INSTR # 105459066 OR BK 40739 Pages 1659 - 1677 RECORDED 10/15/05 08:01:47 BROWARD COUNTY COMMISSION DOC STMP-M: \$577.50 INT TAX: 1 \$330.00 DEPUTY CLERK 3090 #2, 19 pages

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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated Riders to this document.

September 15, 2005

, together with all

Pamatat

(B) "Borrower" is MARIA A PAMATAT JOINED BY HER HUSBAND MICHAEL EVANS

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN Lender is a National Association the laws of United States of America 2150 NORTH FIRST STREET, SAN JOSE, California 95131

organized and existing under . Lender's address is

. Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated September 15, 2005 states that Borrower owes Lender One Hundred Sixty Five Thousand and no/100 Dollars (U.S. \$165,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 01, 2035 (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]: X Adjustable Rate Rider X Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider X Other(s) [specify] Prepay Rider 1-4 Family Rider Biweekly Payment Rider

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1615L1 (0011) MFFL3112

(Page 1 of 11 pages)

Form 3010 1/01 4000491203 GREATLAND

o Order Call: 1-800-530-9393 | Fax: 616-791-1131

- (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.
- (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
[Type of Recording Jurisdiction]

BROWARD
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

941 CRYSTAL LAKE DRIVE, Unit 401

POMPANO BEACH

, Florida

33064 [Zip Code] ("Property Address"):

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."

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1615L2 (0011) MFFL3112

(Page 2 of 11 pages)

Form 3010 1/01 4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 □ Fax: 616-791-1131 CFN # 105691834, OR BK 41264 1262, Page

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:

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

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

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.

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

FLORIDA—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1615L3 (0011) MFFL3112

(Page 3 of 11 pages)

Form 3010 1/01 4000491203 GREATLAND ■ Fo Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131 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

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may

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

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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Form 3010 1/01 4000491203 GREATLAND © Great Call: 1-800-530-9393 □ Fax: 616-791-1131 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 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

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Form 3010 1/01 4000491203 GREATLAND © 0 Order Call: 1-800-530-9393 | Fax: 616-791-1131 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 this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the

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

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- 25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument

FLORIDA—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

ITEM 1615L10 (0011) MFFL3112

(Page 10 of 11 pages)

Form 3010 1/01

4000491203 GREATLAND © Order Call: 1-800-530-9393 GREATLAND

BY SIGNING BELOW, Borrower at this Security Instrument and in any Rider e	ccepts and agrees to xecuted by Borrowe	the terms and	covenants contained i	n pages 1 through 11 of
Maria A. PAMATAT 941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064	(Seal) -Borrower	Scill MICHAEL EN 941 CRYSTA	Comertet	PAM ANTO A OTTOWER &
	(Scal) -Borrower			(Seal) -Borrower
	(Seal) -Borrower			(Seal) -Borrower
Signed, sealed and delivered in the presence			Ske 1	C site state
State of Florida County of The foregoing instrument was acknow MARIA A. PAMATAT, MICHAEL EVANS	vledged before me the	is AMÁTI	day of Synt	by
who is personally known to me or who has partification.		70		,
	MJ CASO MY COMMISSION EXPIRES: AU Bonded through	LARI A #UNDAPOTA IG 19, 2007 Advantage Notary		Notary Public
FLORIDA—Single Family—Fannie Mae/Freddie Ma	ac UNIFORM INSTRUI (Page 11 of 1		.4000491 To Order Call:	Form 3010 1/01 203 GREATLAND ■ 1-800-530-9393 □ Fax: 616-791-1131

CFN # 105691834, OR BK 41264 PG 1271, Page 12 of 19

LEGAL DESCRIPTION

Condominium Unit No. 401-C, of CRYSTAL LAKE 941, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3293, at Page 602, of the Public Records of BROWARD County, Florida.

ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15th day of September 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.6250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October 2007 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

ITEM 54074L1 (C5751L) (9910) MFCD6053

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six

percentage points (6.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -- Single Family

(Page 1 of 3 pages)

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CFN # 105691834, OR BK 41264 PG 1273, Page 14 of 19

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.6250% or less than 7.6250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 13.6250 %, nor less than 7.6250 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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(Page 2 of 3 pages)

ITEM 54074L2 (C5751L) (9910) MFCD6053

CFN # 105691834, OR BK 41264 PG 1274, Page 15 of 19

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Manin Gradica (a)	Borrower MH	Scall Countity (Seal) HIGHAEL EVANS SCOTT PAM ANG APTITIVES
	(Seal) -Borrower	(Seal) -Воггоwer
	(Seal) -Borrower	(Seal) -Borrower
		[Sign Original Only]
MFCD6053 5407413	(Page 3 of 3 pages)	4000491203

PREPAYMENT RIDER

This Prepayment Rider is made this 15th day of September 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

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

Borrower can make a partial prepayment at anytime without paying any charge. Borrower may make a full prepayment at any time subject to a prepayment charge as follows:

If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on any amount prepaid in any 12 month period in excess of 20% of the unpaid balance. The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

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

1

Maria Anatha Pamaliseal) MARIA A. PAMATAT -Borrower	Scott PAMATAT (Seat)
(Seal) -Borrower	——————————————————————————————————————
(Seal) -Borrower	(Seal) -Borrower

Adjustable Rate Prepayment Rider - First Lien – AK, AL, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, KS, LA, MA, MD, MT, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WY

MFCD6028 FF0032I0

4000491203

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of September 2005 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 FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

[Property Address]

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

CRYSTAL LAKE 941 [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.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

ITEM 1623L1 (0011) MFCD2061

(Page 1 of 2 pages)

4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131





- 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 provisions contained in pages 1 and 2 of this Condominium Rider.

Maria A. PAMATAT (Seal) -Borrower	MICHAEL EVANS SCOTT PARMINET A
-Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal)

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 1/01

ITEM 1623L2 (0011) MFCD2061

(Page 2 of 2 pages)

4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131

Please acknowledge receipt of all enclosures and your compinstructions.	lete understanding o	of our instructions and	d conditions t	by signing and returning the	ese
Closing Agent Acknowledgement:	P		Date:	9/13/00	
Haria Ingelica Pamatat	Date				
	Date				Date Date
	Date				Date

Please forward final Title Policy and Recorded Deed of Trust to:

FIRST FRANKLIN c/o SECURITY CONNECTIONS 1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402

	105459066, OR BK 4073 AM, Broward County Co 3090			.9, Recorded) Int. Tax \$		
. .		I				
\mathcal{S}	PREPARED BY:					
	Name: KAREN CHAVEZ					
	Address: FIRST FRANKLIN 150 SOUTH PINE ISLAN PLANTATION, FL 33324					
	Return to:					
	FIRST FRANKLIN c/o SECURITY CONNECTIONS 1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402					
				an Albania State Villa Barr	. D H D I	
		MORT		ce Above This Line For	Recording Data -	
	DEFINITIONS					
	Words used in multiple sections of and 21. Certain rules regarding the	this document are defined be usage of words used in this o	elow and other v locument are als	vords are defined in o provided in Sectio	Sections 3, 11, on 16.	13, 18, 20
	(A) "Security Instrument" meansRiders to this document.(B) "Borrower" is MARIA A PA	·	•	ptember 15, 2005		Pamatat
	Borrower is the mortgagor under the (C) "Lender" is FIRST FRANKL Lender is a National Association the laws of United States of Amer 2150 NORTH FIRST STREET, S	IN A DIVISION OF NAT.			ganized and exis . Lender's	sting under address is
	. Lender is the mortgagee under this Security Instrument.					
	(D) "Note" means the promissory states that Borrower owes Lender C	ne Hundred Sixty Five Th Dollars (U.S. \$165	d dated ousand and no 5.000.00	September 15, 2 0/100) plus interes	,	. The Note
	to pay this debt in regular Periodic II (E) "Property" means the propert (F) "Loan" means the debt evide Note, and all sums due under this Se (G) "Riders" means all Riders to executed by Borrower [check box as	y that is described below un- need by the Note, plus inter- curity Instrument, plus inter- this Security Instrument that	der the heading frest, any prepay rest.	Transfer of Rights ment charges and la	ate charges due	under the
	X Adjustable Rate Rider	X Condominium Rider		Second Home	Rider	
	Balloon Rider	Planned Unit Develop	ment Rider	X Other(s) [speci	ify] Prepay Ric	der
	1-4 Family Rider	Biweekly Payment Ri	der			
	<i>~</i>					
	FLORIDA—Single Family—Fannie Mae/F	reddie Mac UNIFORM INSTRU (Page 1 of 1		40004 To Order		m 3010 1/01 SREATLAND III Ix: 616-791-1131
			Ĺ	W. M		(%)

- (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.
- "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.
- "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.
- "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

BROWARD
[Name of Recording Jurisdiction]

COUNTY of [Type of Recording Jurisdiction] [Na
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

941 CRYSTAL LAKE DRIVE, Unit 401 [Street]

POMPANO BEACH

, Florida

("Property Address"):

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."

FLORIDA—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

ITEM 1615L2 (0011) MFFL3112

(Page 2 of 11 pages)

4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

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

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

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

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

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

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

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

FLORIDA—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

ITEM 1615L3 (0011) MFFL3112

(Page 3 of 11 pages)

Form 3010 1/01
4000491205 Form 3010 1/01
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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

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Form 3010 1/01 4000491203 -- GREATLAND @ GREATLAND @ Fax: 616-791-1131 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 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 or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may

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Form 3010 1/01 4000491203 GREATLAND ■ Order Call: 1-800-530-9393 □ Fax: 616-791-1131 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 non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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Form 3010 1/01 4000491203 GREATLAND TO Order Call: 1-800-530-9393 GRAX: 616-791-1181 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 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

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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 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.

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

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Form 3010 1/01 000491203 GREATLAND G 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the

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Form 3010 1/01 4000491203 GREATLAND @ Order Call: 1-800-530-9393 □ Fax: 616-791-1131 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 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.

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1615L10 (0011) MFFL3112

(Page 10 of 11 pages)

Form 3010 1/01 1000491203 GREATLAND = 0 Order Call: 1-800-530-9393 □Fax: 616-791-1131

BY SIGNING BELOW, Borrower accepts and agreethis Security Instrument and in any Rider executed by Borrower	ees to the terms and covenants contained in pages 1 through 11 of	
Main Amelia D. T.T.	eal) Scott Complete (Seal)	H
(Sе	eal)(Seal) ower -Borrower	
(Se-		
Signed, sealed and delivered in the presence of:	Old Grading	
State of Florida County of The foregoing instrument was acknowledged before MARIA A. PAMATAT, MICHAEL EVANS SCOTT	me this 15 day of Sylve by	
who is personally known to me or who has produced	TDL.	
as identification.	AJ CASOLARI	
Bouger, W. Cowl.	AN CASOLARI MISSION #URANESTA Notary Public Notary Public Notary Public Notary Public	

FLORIDA—Single Family—Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

ITEM 1615L11 (0011) MFFL3112 (Page 11 of 11 pages)

Form 3010 1/01
4000491203 GREATLAND To Order Call: 1-800-530-9393 🗆 Fax: 616-791-1131

CFN # 105459066, OR BK 40739 PG 1670, Page 12 of 19

LEGAL DESCRIPTION

Condominium Unit No. 401-C, of CRYSTAL LAKE 941, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3293, at Page 602, of the Public Records of BROWARD County, Florida.

ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15th day of September 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of interest rate and the monthly payments, as follows:

7.6250%. The Note provides for changes in the

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of $\frac{1}{2}$ October 2007 , and on that day every $\frac{1}{2}$ October 2007 , month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six

percentage points (6.0000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -- Single Family

(Page 1 of 3 pages)

4000491203 GREATLAND I o Order Call: 1-800-530-9393 Fax 616-791-113

ITEM 54074L1 (C5751L) (9910) MFCD6053

CFN # 105459066, OR BK 40739 PG 1672, Page 14 of 19

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.6250% or less than 7.6250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding

6 months; subject to the following limits: My interest rate will never be greater than 13.6250%, nor less than 7.6250%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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.

4000491203 GREATLAND To Order Call: 1-800-530-9393 □Fax 616-791-113

(Page 2 of 3 pages)

ITEM 54074L2 (C5751L) (9910)

MFCD6053

CFN # 105459066, OR BK 40739 PG 1673, Page 15 of 19

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Maria A PAMATAT	Paratat (Seal) -Borrower	Scall Countity (Seal) MICHAEL EVANS SCOTT PAM AND POTTOWER	
	(Seal) -Borrower	(Seal) -Borrower	
	(Seal) -Borrower	(Seal) -Borrower	
		[Sign Original Only	1
/FCD6053 407413	(0) 1 (1)	4000491203	
053	(Page 3 of 3 p	ages) 4000491203	

PREPAYMENT RIDER

This Prepayment Rider is made this 15th day of September 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

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

Borrower can make a partial prepayment at anytime without paying any charge. Borrower may make a full prepayment at any time subject to a prepayment charge as follows:

If within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on any amount prepaid in any 12 month period in excess of 20% of the unpaid balance. The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

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

Many Anglica Pamalaseal) MARIA A. PAMATAT -BOTTOWER	MICHAEL EVANS Non-Borrows SCOTT PAMATAT
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Воггоwer

Adjustable Rate Prepayment Rider - First Lien - AK, AL, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, KS, LA, MA, MD, MN, MT, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WY

MFCD6028 FF0032I0

4000491203

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of September 2005 , 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 FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

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

941 CRYSTAL LAKE DRIVE, Unit 401 POMPANO BEACH, FL 33064

[Property Address]

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

CRYSTAL LAKE 941 [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.

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3140 1/01

ITEM 1623L1 (0011) MFCD2061

(Page 1 of 2 pages)

4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131





- 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 provisions contained in pages 1 and 2 of this Condominium Rider.

Maria Analica Jamaiai (Seal) MARIA A. PAMATAT -Borrower	Scott PATYONATON
(Seal) -Borrower	(Seal) -Вогтоwer
(Seal) -Borrower	(Seal) -Borrower

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3140 1/01

ITEM 1623L2 (0011) MFCD2061

(Page 2 of 2 pages)

4000491203 GREATLAND ■ To Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131

Please acknowledge receipt of all enclosures and your instructions.	our complete understanding	of our instructions and condition	ons by signing and returning	these
Closing Agent Acknowledgement:	R	Date:	9/15/0-	
Young Angelica Pamate	Date Date			Date
	Date			Date
	Date			Date

Please forward final Title Policy and Recorded Deed of Trust to:

FIRST FRANKLIN c/o SECURITY CONNECTIONS 1935 INTERNATIONAL WAY IDAHO FALLS, ID 83402 CFN # 110980025, OR BK 49047 Page 466, Page 1 of 1, Recorded 09/04/2012 at Deputy Clerk 3405 01:01 PM, Broward County Commission,

IN THE COUNTY COL 1 AND FOR BROWARD COUNTY FLORIDA

CASE NO: COWE11-00092/82

MIDLAND FUNDING LLC successor in interest to Citibank

Plaintiff,

vs.

]]

MARIA ANGELICA PAMATAT

Defendant(s).

DEFAULT FINAL JUDGMENT

The above space reserved for recording information

The Defendant(s), having failed to appear at the Pretrial Conference on March 8, 2011 and upon a review of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, MIDLAND FUNDING LLC successor in interest to Citibank recover from Defendant(s), MARIA ANGELICA PAMATAT the following:

Principal Costs <u>Interest</u>

\$1,954.82 \$215.00 \$378.86

Total

\$2,548.68

That shall bear interest at the rate of 6% until such time as this judgment is satisfied. For all of the above sums let execution issue.

It is further ordered and adjudged that the defendant(s) shall complete a FORM 7.343 Fact Information Sheet under oath and return it to the Plaintiff's attorney SPRECHMAN & ASSOCIATES, P.A. within 45 days of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed. Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney. The FORM 7.343 Fact Information Sheet is not part of this judgment.

ORDERED at BROWARD County, Florida this ___

MAY 2.4 2016 day of

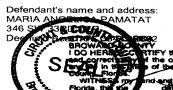
2011.

Copies furnished to: Linda E. Singer, Esq. Sprechman & Associates, P.A. Attorneys for Plaintiff 2775 Sunny Isles Blvd., Suite 100 Miami, Florida 33160-4007 (305) 931-0100 (800) 440-6289

MARIA ANGELICA PAMATAT 346 SW 33RD TER Deerfield Beach FL 33442-2362

C79983: PJMT:

Plaintiff's name and address: MIDLAND FUNDING LLC successor in interest to Citibank 8875 Aero Dr., Suite 200 San Diego, CA 92123



COUNTY, P

INSTR # 113679064 Page 1 of 1, Recorded 05/06/2016 at 03:25 PM Broward County Commission, Deputy Clerk 6040

CFN # 110083933, OR BK 47964 Page 1379, Page 1 of 1, Recorded 06/09/2011 at 08:55 AM, Broward County Commission, Deputy Clerk 3305

IN THE COUNTY COURT AND FOR BROWARD
COUNTY, FLORIDA

CASE NO: COWE11-00092/82

MIDLAND FUNDING LLC
successor in interest to
Citibank

Plaintiff,

vs.

MARIA ANGELICA PAMATAT

Defendant(s)

DEFAULT FINAL JUDGMENT

The above space reserved for recording information

The Defendant(s), having failed to appear at the Pretrial Conference on March 8, 2011 and upon a review of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, MIDLAND FUNDING LLC successor in interest to Citibank recover from Defendant(s), MARIA ANGELICA PAMATAT the following:

 Principal
 \$1,954.82

 Costs
 \$215.00

 Interest
 \$378.86

 Total
 \$2,548.68

That shall bear interest at the rate of 6% until such time as this judgment is satisfied. For all of the above sums let execution issue.

It is further ordered and adjudged that the defendant(s) shall complete a FORM 7.343 Fact Information Sheet under oath and return it to the Plaintiff's attorney SPRECHMAN & ASSOCIATES, P.A. within 45 days of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed. Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney. The FORM 7.343 Fact Information Sheet is not part of this judgment.

ORDERED at BROWARD County, Florida this

and he for

Copies furnished to: Linda E. Singer, Esq. Sprechman & Associates, P.A. Attorneys for Plaintiff 2775 Sunny Isles Blvd., Suite 100 Miami, Florida 33160-4007 (305) 931-0100 (800) 440-6289

MARIA ANGELICA PAMATAT 346 SW 33RD TER Deerfield Beach FL 33442-2362 Plaintiff's name and address: MIDLAND FUNDING LLC successor in interest to Citibank 8875 Aero Dr., Suite 200 San Diego, CA 92123

Defendant's name and address: MARIA ANGELICA PAMATAT 346 SW 33RD TER Deerfield Beach FL 33442-2362

1915

day of

C79983: PJMT:

 η

I hereby certify this document to be a true, correct and complete copy of the repord filed in my office. Dated this

County (dmirlistrator.

2011.

Deputy Clerk

WARNING

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

MARIA ANGELICA PAMATAT 941 CRYSTAL LAKE DRIVE #401 POMPANO BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

- * Estimated Amount due if paid by January 31, 2023\$9,800.12 Or
- * Estimated Amount due if paid by February 14, 2023\$9,924.01

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>February 15, 2023</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

WARNING

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

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2005 BACK CERTIFICATES, SERIES 2005-FFH4 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212-5356

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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- * Estimated Amount due if paid by January 31, 2023\$9,800.12 Or
- * Estimated Amount due if paid by February 14, 2023\$9,924.01

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>February 15, 2023</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

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

WARNING

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

MIDLAND FUNDING LLC SUCCESSOR IN INTEREST TO CITIBANK 8875 AERO DR. SUITE 200 SAN DIEGO, CA 92123

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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WARNING

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

HAROLD KARKER, REGISTERED AGENT, O/B/O CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION)
941 CRYSTAL LAKE DRIVE 415
DEERFIELD BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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WARNING

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SCOTT PAMATAT 941 CRYSTAL LAKE DRIVE POMPANO BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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WARNING

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CITY OF DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441

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CRYSTAL LAKE 941 ASSOCIATION, INC. (A CONDOMINIUM ASSOCIATION) 941 CRYSTAL LAKE DR #415
DEERFIELD BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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WARNING

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FIRST FRANKLIN A DIVISION OF NAT CITY BANK OF IN 2150 NORTH FIRST STREET SAN JOSE, CA 95131

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MIDLAND FUNDING LLC SUCCESSOR IN INTEREST TO CITIBANK C/O LINDA E SINGER, ESQ SPRECHMAN & ASSOCIATES, P.A. 2775 SUNNY ISLES BLVD STE 100 MIAMI, FL 33160-4007

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WARNING

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PAMATAT, MARIA ANGELICA 346 SW 33RD TER DEERFIELD BEACH, FL 33442-2362

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 941 CRYSTAL LAKE DR #401 POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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COMPLETE THIS SECTION ON DELIVERY
A. Signature X B. Received by (Printed Name) C. Date of Delivery C. Date of Delivery
3. Service Type Priority Mail Express® Registered Mail™ Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery Restricted Delivery Signature Confirmation Restricted Delivery Collect on Delivery Restricted Delivery

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: TD 49579 FEBRUARY 2023 WARNING CITY OF DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441 	A. Signature X
9590 9402 6458 0346 4566 32 2. Article Number (Transfer from service label) 7020 2450 0001 8159 95	3. Service Type
P\$ Form 381/1, July 2020 P\$N 7530-02-000-9053	Domestic Return Re

SENDER: COMPLETE THIS SECTION . COMPLETE THIS SECTION ON DEL
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PS Form 3811; July 2020 PSN 7530-02-000-9053 (Over \$500)