TDA# 49979



Pittsburgh, PA 15222

Web: <u>www.grantstreet.com</u> E-mail: <u>TitleExpress@grantstreet.com</u> Phone: (412) 391-5555

At the request of the County Tax Collector for Broward County, FL, a search has been made of the Public Records for the following described property:

Parcel ID	Alt. Key	Property Address
4941 22 15 0930	232355	7470 NW 38 COURT LAUDERHILL 33319

Legal Description

Lot 2, Block 2, of BOULEVARD WEST, as recorded in Plat Book 92, Page 19, of the Public Records of Broward County, Florida.

Other Parcel Info

Certificate # 2020 - 5807	Assessed Value \$330,440	Homestead? No	Mobile Home? No	Bankruptcy?
Owner of Record on Current Tax Roll ALETHEA WINDHAM			Name & Address	
7470 NW 38 COU	RT			

LAUDERHILL FL 33319

PROPERTY INFORMATION REPORT

This Property Information Report has been prepared in accordance with the requirements of Florida Statutes, Sections 197.502(4) and (5), and satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.061.

This report 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 is limited to the amount paid for this report, and is further limited to the person(s) expressly identified by name as the recipient(s) of the report.

Report Date: 11/15/2022 Search covers 20 years through: 11/13/2022

Karen Klein Title Examiner

General Examiner Comments:

APPARENT TITLE HOLDER

Name & Address of Record	Document	Examiner Comments
ESTATE OF VINCENT STEPHENS, DECEASED AND ALETHEA WINDHAM 7470 NW 38TH CT LAUDERHILL FL 33319	Quit Claim Deed Inst:114952610	
Related Documents (for Reference)		
Warranty Deed Bk:31326 Pg:1721		
Certificate of Title Inst:113243274		
Warranty Deed Inst:113525808		
MORTGAGE HOLDER		
Name & Address of Record	Document	Examiner Comments
None found.		
Related Documents (for Reference)		
None found.		

LIEN HOLDER

Name & Address of Record

CIVIL JUSTICE ADVOCATES, PL 3601 W COMMERCIAL BLVD #18 FT. LAUDERDALE FL 33309

Examiner Comments

Lien Bk:50195 Pg:342

Lien Bk:50196 Pg:535

JOSHIRA STEPHENS MARC E. ROSENTHAL, ESQ. ROSENBERG CUMMINGS & EDWARDS PLLC 802 NE 20TH AVENUE FORT LAUDERDALE FL 33304 Lis Pendens Inst:117347915

Related Documents (for Reference)

Notice Inst:117765947

OTHER PARTIES

Name & Address of Record	Document	Examiner Comments
MV REALTY PBC, LLC 401 EAST ATLANTIC AVENUE, SUITE 201 DELRAY BEACH FL 33483	Memorandum of MVR Homeowner Agreement Inst:115780951	

Related Documents (for Reference)

None found.

OTHER DOCUMENTS

File Name

49979PA.pdf



Site Address	7470 NW 38 COURT, LAUDERHILL FL 33319	ID #	4941 22 15 0930
Property Owner	WINDHAM, ALETHEA	Millage	1912
Mailing Address	7470 NW 38 COURT LAUDERHILL FL 33319	Use	01- <mark>01</mark>
Abbr Legal Description	BOULEVARD WEST 92-19 B LOT 2 BLK 2		

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).

						-							
				Р	roper	ty Assessm	ent \	/alues					
Year	Land		Building / Improvement							Assessed / SOH Value		Tax	
2022	\$28,070		\$3	02,370		\$330),440		\$330,440	\$330,440			
2021	\$28,070		\$2	63,560		\$29 [.]	1,630		\$268,840)	\$6,0	03.17	
2020	\$28,070		\$24	41,920		\$269	9,990		\$256,320)	\$5,7	30.57	
		20	22 Exe	mption	is and	d Taxable Va	alues	by Ta	xing Authority	r			
				Coun	ty	Scho	ol Bo	oard	Municip	al	Inc	lependent	
Just Value	9			\$330,44	40		\$330	,440	\$330,44	40		\$330,440	
Portability	1				0			0		0		0	
Assessed	/SOH			\$330,44	40		\$330	,440	\$330,44	40		\$330,440	
Homestea	d				0			0		0		0	
Add. Hom	estead				0		0		0			0	
Wid/Vet/D	is		0		0		0		0			0	
Senior			0		0	0			0		0		
Exempt Ty	/ре		0		0	0			0		0		
Taxable			\$330,440			\$330	,440	\$330,44	40		\$330,440		
		Sal	es His	tory					Land (Calcula	ations		
Date	Тур	e	Pr	ice	Boo	k/Page or C	IN		Price	Fa	actor	Туре	
3/16/2018	QCD	-T	\$10	00		114952610		\$4.00		7,017		SF	
2/5/2016	SWD-Q	-DS	\$240	,000		113525808							
7/2/2015	CET-	D	\$169,000 1		113243274								
2/20/2001	WD		\$145	,000	3	31326 / 1721							
7/1/1989	WD		\$114,000 16			6617 / 528		Adj. Bldg. S.F. (Card, Sketch)		2121			
									Units/Bed	s/Bath	S	1/3/2	
									Eff./Act. Yea	r Built	: 1979/1	978	
					Spe	cial Assess	men	ts					
Fire	Garb	Lig	ght	Dra	in	Impr	S	afe	Storm	CI	ean	Misc	

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
1								

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #49979

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of August 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:

STEPHENS, VINCENT EST 7470 NW 38TH CT LAUDERHILL, FL 33319-4941

JOSHIRA STEPHENS MARC E. ROSENTHAL, ESQ. ROSENBERG CUMMINGS & EDWARDS PLLC 802 NE 20TH AVENUE FORT LAUDERDALE, FL 33304

JOHNNY A GASPARD PLLC 6625 MIAMI LAKES DR E STE 231 MIAMI LAKES, FL 33014-2768

MV REALTY PBC LLC 401 E ATLANTIC AVE STE 201 DELRAY BEACH, FL 33483-4536

WILLIAM J SOLANO ESQ 1027 S 21ST AVE HOLLYWOOD, FL 33020-6934

*WILLIAMS, LAVINE 7480 NW 38TH CT LAUDERHILL, FL 33319-4941

WINDHAM, ALETHEA 7470 NW 38TH CT LAUDERHILL. FL 33319-4941

*WILLIAMS,LAVINE 7480 NW 38TH CT LAUDERHILL, FL 33319-4941

TATOSHA NICOLE STEPHENS, PERSONAL REPRESENTATIVE OF THE ESTATE OF VINCENT JEROME STEPHENS, DECEASED 8171 SOLANO AVE., APT 106 HOLLYWOOD, FL 33024

ESTATE OF VINCENT STEPHENS 7470 NW 38TH CT LAUDERHILL, FL 33319 WINDHAM, ALETHEA 7470 NW 38TH CT LAUDERHILL, FL 33319-4941

ALETHEA WINDHAM 6739 SIENNA CLUB DR LAUDERHILL, FL 33319-7329 CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313 CIVIL JUSTICE ADVOCATES PL 3601 W COMMERCIAL BLVD STE 18 FORT LAUDERDALE, FL 33309-3320

JOSHIRA STEPHENS 19009 E LAKE DR. HIALEAH, FL 33015

TATOSHA STEPHENS C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708 *DELVA, MARIE ELISE 7450 NW 38TH CT LAUDERHILL, FL 33319-4941

BROWARD COUNTY CLERK OF THE CIRCUIT COURT 201 SE 6TH ST # 18150 FORT LAUDERDALE, FL 33301-3303 ESTATE OF VINCENT STEPHENS C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708 MV REALTY PBC, LLC 401 EAST ATLANTIC AVENUE, SUITE 201

DELRAY BEACH, FL 33483

VINCENT STEPHENS, JR. 1070 NW 196TH TERRACE MIAMI, FL 33169

EARL LAWRENCE, REGISTERED AGENT O/B/O EQUINOX REALTY HOLDINGS, LLC 1027 S 21 AVE HOLLYWOOD, FL 33020 LACHANDA MCCALL C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708 THE LAW OFFICE OF LINDSAY L CHASE PLLC 505 SW 13TH ST FORT LAUDERDALE, FL 33315-1420 *MAYNARD, GLYN H 7471 NW 37TH CT LAUDERHILL, FL 33319-4936

CITY OF LAUDERHILL ATTN: ANA SANCHEZ 5581 W OAKLAND PARK BLVD LAUDERHILL, FL 33313 *DELVA,MARIE ELISE 7450 NW 38TH CT LAUDERHILL, FL 33319-4941

SHONTORRIA STEPHENS SHACARRI STEPHENS JADA STEPHENS TORREY STEPHENS, JR. 3995 COCOPLUM CIRCLE COCONUT CREEK, FL 33063 JESUS E CUZA HOLLAND & KNIGHT LLP 701 BRICKELL AVE STE 3000 MIAMI, FL 33131-2847 CIVIL JUSTICE ADVOCATES, PL 3601 W COMMERCIAL BLVD #18 FT. LAUDERDALE, FL 33309

EOUINOX REALTY HOLDINGS LLC AS TRUSTEE OF THE BOULEVARD WEST FLORIDA LAND TRUST LLC DATED APRIL 6, 2023 C/O WILLIAM SOLANO ESQ 1446 POLK ST HOLLYWOOD, FL 33020-5245 MARC E ROSENTHAL ESQ **ROSENBERG & CUMMINGS PLLC** 802 NE 20TH AVE FORT LAUDERDALE, FL 33304-3036 VINCENT STEPHENS JR C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708 *THOMPSON, CLINTON & THOMPSON, LOUISE I 7481 NW 37TH CT LAUDERHILL, FL 33319-4936 THE LAW OFFICE OF LINDSEY L CHASE PLLC 505 SW 13TH ST FORT LAUDERDALE, FL 33315-1420 *MAYNARD,GLYN H 7471 NW 37TH CT LAUDERHILL, FL 33319-4936

> TATOSHA NICOLE STEPHENS 8171 SOLANO AVE. APT 106 HOLLYWOOD, FL 33024

EQUINOX REALTY HOLDINGS, LLC, AS TRUSTEE OF THE BOULEVARD WEST FLORIDA LAND TRUST, LLC, DATED APRIL 16, 2023 1322 MADISON ST HOLLYWOOD, FL 33019

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of August 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

401-316 Revised 02/19

By_

Deputy Misty Del Hierro



RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 49979

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 494122-15-0930

Certificate Number:	5807
Date of Issuance:	05/26/2020
Certificate Holder:	BLACK CUB, LLC SB MUNI CUST FOR
Description of Property:	BOULEVARD WEST 92-19 B
	LOT 2 BLK 2

Name in which assessed:	WINDHAM, ALETHE	A
Legal Titleholders:	WINDHAM, ALETHE	A
	7470 NW 38 COURT	Ţ
	LAUDERHILL, FL	33319

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of September ,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 1st day of June , 2023.

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:
 08/17/2023, 08/24/2023, 08/31/2023 & 09/07/2023

 Minimum Bid:
 34594.83



Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

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Date of Issuance:	05/26/2020
Certificate Holder:	BLACK CUB, LLC SB MUNI CUST FOR
Description of Property:	BOULEVARD WEST 92-19 B
	LOT 2 BLK 2

Name in which assessed:	WINDHAM,ALETHEA
Legal Titleholders:	WINDHAM,ALETHEA
	7470 NW 38 COURT
	LAUDERHILL, FL 33319

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of September ,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:

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Dated this 1st day of June , 2023 .

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:
 08/17/2023, 08/24/2023, 08/31/2023 & 09/07/2023

 Minimum Bid:
 34594.83

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 t/k/a Broward Review, of Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

49979

11

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 5807

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

08/17/2023 08/24/2023 08/31/2023 09/07/2023

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

C

Sworn to and subscribed before me this 7 day of SEPTEMBER, 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 49979

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:

40 10110113.
Property ID: 494122-15-0930
Certificate Number: 5807
Date of Issuance: 05/26/2020
Certificate Holder:
BLACK CUB, LLC SB MUN
CUST FOR
Description of Property:
BOULEVARD WEST 92-19 B
LOT 2 BLK 2
Name in which assessed:
STEPHENS, VINCENT EST
WINDHAM, ALETHEA
Legal Titleholders:
STÈPHENS, VINCENT EST
WINDHAM, ALETHEA
7470 NW 38 COURT
LAUDERHILL, FL 33319
All of said property being in the
County of Broward, State of Florida.
Unless such certificate shall be
edeemed according to law the
roperty described in such certificate
openty described in the highest hidder on

property described in such certificate will be sold to the highest bidder on the 20th day of September, 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	ł
	*Pre-registration is required to bid.	ł
	Dated this 6th day of June, 2023.	į
	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. Minimum Bid: 35093.83 401-314 8/17-24-31 9/7 23-02/0000676971B

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd_Fort Lauderdale, Florida 33312

Sheriff # 23027871

Broward County, FL VS Alethea Windham

Court Case # TD 49979

Hearing Date:09/20/2023 Received by CCN 17999 08/02/2023 10:17 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Alethea Windham 7470 NW 38 Court Lauderhill FL 33319

Served:

Not Served:



Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave. Room A-100 Fort Lauderdale FL 33301

Date: 08/02/2023 Time: 1:43 PM

On Alethea Windham 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

1

COMMENTS: Posted at the residence. Home looks to have been in a house fire. Vacant.

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

By: Shonie James 17999

S. James, #17999

D.S.

RECEIPT INFORMATION EXECUTION COSTS DEMAND/LEVY INFORMATION Judgment Date n/a Receipt # Check # Judgment Amount \$0.00 Service Fee \$0.00 Current Interest Rate 0.00% On Account \$0.00 Interest Amount \$0.00 \$0.00 Quantity Liquidation Fee Original 1 Sheriff's Fees \$0.00 Services Sheriff's Cost \$0.00 1 Total Amount \$0.00

H. . .

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494122-15-0930 (TD #49979)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOT RE RD COUNTY SHERIFF'S DEPT CIVIL DIVISION DERDALE, FL 33312 **BROWARD COUNTY SHERIFF'S DEPT** ATTN: CIVIL DIVISION FT LAUDERDALE, FL 33312

2023 RECEIVED SHE AUG - \mathcal{D}

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NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by August 31, 2023\$25,301.93

* Amount due if paid by September 19, 2023\$25,601.36

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

Or

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

WINDHAM, ALETHEA 7470 NW 38 CT LAUDERHILL, FL 33319-4941

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

Instr# 114952610 , Page 1 of 2, Recorded 03/16/2018 at 11:47 AM Broward County Commission Deed Doc Stamps: \$0.70

Prepared By:

Vincent Stephens 7470 NW 38th Ct Lauderhill, FL 33319

After Recording Return to:

Vincent Stephens & Alethea Windham 7470 NW 38th Ct Lauderhill, FL 33319

QUITCLAIM DEED

arch 1(0, 2018)WITNESSETH, on THE GRANTOR (S),

Vincent Stephens

for and in consideration of the sum of: One Dollar (\$1.00) and/or other good and valuable consideration to the below Grantee(s) in hand paid by the Grantee(s), the receipt where of is hereby acknowledged:

 Vincent Stephens & Alethea Windham, residing at 7470 NW 38th.Ct, Lauderhill, Broward County, Florida 33319

Grantor does hereby remise, release, and quit-claim unto the Grantee, the Grantee's heirs and assigns forever, all the rights, title, interest, claim of the Grantor in the following described land in the County of Broward, state of Florida to wit: 7470 NW 38th Ct

Lauderhill, Florida 33319

Legal Description:

Lot 2, Block 2, of BOULEVARD WEST, as recorded in Plat Book 92, Page 19, of the Public Records of Broward County, Florida.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever. In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Tax Parcel Number 494122150930

Mail Tax Statements To: Vincent Stephens & Alethea Windham 7470 NW 38th Ct Lauderhill, Florida 33319

Grantor Signatures:

iment Auchen 3-16-18 DATED:

Vincent Stephens 7470 NW 38th Ct Lauderhill, Florida 33319

In Witness Whereof,

mun Pullo Witness

Damon Law13

7470 NW 38th Ct

Loudishill FL , 33319

1.W 30 e7 arclens Fl 32056

STATE OF FLORIDA, COUNTY OF BROWARD, ss:

The forgoing instrument was acknowledged before me this _____ day of _____ March 2018 by Vincent Stephens, who are personally known to me or who have produced ADDLIDA LICENSE as identification.

Signature of person taking acknowledgment

PAUL POWER JA

Name typed, printed, or stamped

NOTACH Title or rank

Serial number (if applicable)

PAUL A POWELL JR Notary Public - State of Florida Commission # GG 037240 My Comm. Expires Oct 10, 2020

Sent By: Law Office of William W. Haury, ;954 491 4409;

RECORD AND RETURN TO: STEVEN H.ZAPATA, ESQ. 2900 UNIVERSITY DR. STE 60 CORAL SPRINGS,FL 33065

> This instrument was prepared by: William W. Haury, Jr., Esq. 4875 N. Federal Highway, 10th Floor Fort Lauderdale, Florida 33308

Property Appraisers Parcel Identification (Folio) Number: #494122150930

Grantee S.S. #_____ Grantee S.S. #_____



INSTR # 100868816

OR BK 31326 PG 1721 RECORDED 03/01/2001 02:30 PM COMMISSION BROWARD COUNTY DOC STHP-D 1,015.00 DEPUTY CLERK 1025

____[Space above this line for recording data]_____

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 22 day of February, 2001, between PEARLINE

BRUCE and VELMORE BRUCE, of the County of Bronx, State of New York, Grantors*,

and ANOREW DANVERS and DIONE DANVERS, husband and wife, whose post office

address is <u>7470 NW 38th Court</u> of the County of Broward, State of Lauderhill, FL 33319 Florida, Grantees*,

WITNESSETH

That said Grantors, for and in consideration of the sum of TEN and NO/100 (\$10.00)

Dollars, and other good and valuable considerations to said Grantors in hand paid by said

Grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold

to the said Grantees, and Grantees' heirs and assigns forever, the following described

land, situate, lying and being in Breward County, at 7470 N.W. 38th Court, Lauderhill,

Florida 33313, to-wit:

Legal Description: Lot 2, Block 2 of Boulevard West subdivision as recorded in Plat Book 92, Page 19 of the Official Records of Broward County. Sent By: Law Office of William W. Hauny, :954 491 4409; Feb-16-01 3:18PM;

t

Page 3/4

OR BK 31326 PG 1722

And said Grantors do fully warrant the title to said land, and will defend the same against

the lawful claims of all persons whomsoever.

""Grantors" and "Grantees" are used for singular or plural, as context requires.

Grantors state that they have never occupied the property as their homestead.

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hand and seal the

day and year first above written.

Signed, sealed and delivered in presence of us:

Micro Boland Witness as to Pearline Bruce

GLEN BOLANS (Printed Name)

bal 1. Leg

EARC - P. LEG. (Printed Name)

STATE OF NEW YORK COUNTY OF BRONX)

PEARLINE BRUC

4073 HILL AVE. BRONX, NEW YORK 10466

ARLENE DOKON of New York 4987540 etchester Cau 10F 16 /5

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly qualified to take acknowledgments, PEARLINE BRUCE, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Mallice Ab

WITNESSETH my hand and official seal at in the County and State last aforesaid this 20th day of 1-ebul., 2001.

Personally known OR produced identification

Type of identification produced

2

Sent By: Law Office of William W. Hauny, 1954 491 4409; Feb-16-01 3:19PM;

	OR BK 31326 PG 1723
•	(Reellan)
	(Witness as to Velmore Bruce)
	DOREEN DIXON (Printed Name) 1 VELMORE BRUCE
	(Witness as to Velmore Bruce) 4073 hill ave. (Witness as to Velmore Bruce)
	(Printed Name)
	STATE OF NEW YORK) COUNTY OF BROMK)
	HEREBY CERTIFY that on this day personally appeared before me, an officer duly qualified to take acknowledgments, VELMORE BRUCE, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same realy and voluntarily for the purpose therein expressed.
	PUELIC F. Notary Public, State of New York Jamane
	WITNESSETT i my nano and official seal at in the County and State last aloresaid this <u>/1444</u> day of <u>February</u> , 2001.
	Personally known OR produced identification
	Type of identification produced Neur By unk Some Freence

**** FILED: BROWARD COUNTY, FL Howard C, Forman, CLERK 9/17/2015 10:49:59 AM,****

CACE-13-023126

11

Division⁻

In the Circuit Court of the Seventeenth Judicial Circuit In and for Broward County, Florida

US BANK NATIONAL ASSOCIATION Plaintiff VS. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC , DANVERS, ANDREW , CITY OF NORTH LAUDERDALE FLORIDA , DANVERS, DIONE P Defendant

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on July 02, 2015, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida

LOT 2, BLOCK 2 OF BOULEVARD WEST SUBDIVISION AS RECORDED IN PLAT BOOK 92, PAGE 19 OF THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA

and commonly described as: 7470 NW 38TH CT, LAUDERHILL, FL 33319; including the

building, appurtenances, and fixtures located therein.

Was sold to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET BACKED CERTIFICATES, SERIES 2005-AC9 3815 SOUTH WEST TEMPLE SALT LAKE CITY, UT, 84115

Witness my hand and the seal of this court on September 17, 2015.



Howard C. Forman, Clerk of Circuit Courts Broward County, Florida

Total consideration \$169,000.00 Doc Stamps. \$1,183.00 Prepared by and rehim to: Celeste Corrales First International Title - Lightbouse Point Branch 2034 East Sample Road Lightbouse Point, FL 33064

File Number: 68826-22

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this $\underline{5}$ day of \underline{Fe} $\underline{6}$ $\underline{6}$

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

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

Lat 2, Block 2, of BOULEVARD WEST, as recorded in Plat Book 92, Page 19, of the Public Records of \times Broward County, Florida.

Parcel Identification Number: 494122150930 -

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Special Warranty Deed - Page 1

Signed, scaled and delivered in our presence:

x

Stephanie Stoddard

Chanthdiy Many-Goldfarb Decument Control Officer

U.S. Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Sccurifies I LLC, Asset Backed Certificates, Series 2005-AC9 by Select Portfolio Servicing, Inc., as attorney-in-fact

By₅ 2/5/16 Name: Diane Harward, Doc. Control Officer

State of UTAH County of SALT LAKE

The foregoing instrument was acknowledged before me this b day of February, 2016, Diane Harward ______as___Document Control Officer______of SELECT PORTFOLIO SERVICING INC AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES 1 LLC, ASSET BACKED CERTIFICATES, SERIES 2005-AC9, on behalt of the Corporation, she (X) is personally known to me or (_____) has produced ______ high_____ as identification.

Notary Public Sjobhan Billingsley Printed Name: ____ JUN 1 7 2019 My Commission Expires: . - -. SIOBHAN BILLINGSLEY Notary Public State of Ulah My Commission Expires on: June 17, 2019 Comm. Number: 683771 _ , **s**;

Special Garrany Deed - Page 2

Electronically Filed 09/18/2013 04:26:37 PM ET

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

WELLS FARGO BANK NA D/B/A AMERICAS SERVICING COMPANY

Plaintiff,

vs.

Case No.: CACE 09-049045 11 Div.: CIVIL

DIONE DANVERS, et al.

Defendant(s),

NOTICE OF CHARGING LIEN

COMES NOW, Civil Justice Advocates, PL, attorneys for Defendant, DIONE DANVERS ("DEFENDANT"), hereby give notice of a charging lien, and in support thereof state as follows:

1. Civil Justice Advocates, PL., and Dione Danvers entered into a retainer agreement on October 5, 2009. A copy of said retainer agreement is attached hereto and incorporated by reference as **EXHIBIT "A."**

2. There was an understanding between Defendant and Civil Justice Advocates, PL., to the payment of attorney's fees out of potential recovery in this action.

3. Defendant has avoided paying Civil Justice Advocates, PL., for legal services rendered in this action.

4. On August 1, 2012, Civil Justice Advocates, PL., gave notice to Defendant of the amounts due and owing. A copy of said notice is attached hereto and incorporated by reference as **EXHIBIT "B."**

5. Civil Justice Advocates, PL., seeks to enforce its charging lien in the amount of \$17,800.00, plus interest at the statutory rate.

6. Civil Justice Advocates, PL., should have the Court's authorization for its charging lien to be recognized and enforced against the subject property of this action or any monetary disbursements awarded to Defendant. *See*, <u>Daniel Mones, P.A. v. Smith</u>, 486 So. 2d 559 (Fla. 1986).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded via

U.S. Mail and to the parties listed below on this L day of September 2013.

Law Offices of Daniel COnsuegra attorneynotice@consuegralaw.com

Dione Danvers 7470 NW 38th Court Lauderhill, FL 33310

CIVIL JUSTICE ADVOCATES, PL 3601 W Commercial Blvd #18 Ft Lauderdale, FL 33309 Tel: (954) 677,8888 Fax (954) 677-8881 By: oann M. Hennessey, Esq. Florida Bar No. 192465 Kunal A. Mirchandani, Esq. Florida Bar No. 86161

"A" CONTRACT FOR LEGAL SERVICES SAVE MY HOME, INC. A LAW FIRM DEDICATED TO THE PEOPLE

This is a contract for legal services involving the foreclosure action set forth below entered between SAVE MY HOME, INC. and CAROL C. ASBURY, ESQUIRE (hereinafter referred to as "Attorney") Dione Danvers (hereinafter referred to a "CLIENT") made on October 5, 2009, based upon the terms and conditions set forth below.

I. SCOPE OF AGREEMENT

A. <u>**Parties involved:**</u> The client hereby desires, and has engaged with counsel to undertake the legal representation of the client in regard to legal services (hereinafter "MATTER") involving (name of parties involved):

Case No.: <u>09-49045</u> County: Broward Plaintiff(s): Wells Fargo Bank, NA D/B/A Americas Servicing Company Address: 531 Long Island Avenue, Fort Lauderdale, FL 33312 Defendant(s): Dione Danvers and Andrew Danvers Homestead: Yes or No Other Info:

B. <u>Counsel Functions</u>: Attorney is retained, employed, and empowered to institute on the Client's behalf such action as may be advisable in Attorney's professional judgment and to affect a final settlement or compromise, which is always subject to the Client's approval. Attorney will keep client informed of progress and developments, and respond promptly to Client's inquiries and communications.

1. Attorney will perform the following legal services relative to' the matters involved in the Clients' case identified above (claims and/or defenses):

To represent the client and defend against foreclosure litigation These legal services may include, but are not necessarily limited to, investigations of potential violations of RESPA, TILA, HOEPA laws, fraudulent or predatory lending practice laws, and other federal and/or state mortgage lending laws, and the possible filing of counter-claims, cross claims, and or other independent actions, as well as filing regulator complaints if necessary, and negotiation of ultimate complaint litigation settlement and resolution

OTHER:	
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- 2. If the Client's Adversary (the Plaintiff in the foreclosure action) files any appeal from a court judgment or order and the Attorney must respond or file an Answer Brief to defend the Appellee Client in the Appellate Court, the Client agrees to continue to pay the attorney fee rate specified in Section II below and Client agrees to pay for all expenses incurred in connection therewith as specified in Section II below.
- **3.** If Attorney files an interlocutory appeal, (an appeal of a specific order, which does not end the case), on behalf of Client from an adverse court ruling, order or judgment, Client agrees to continue to pay the attorney fee rate specified in Section II below and Client agrees to pay all expenses incurred in connection therewith as specified in Section II below. The decision to file an appeal on behalf of the Client is the Attorney's decision only.

C. <u>Client Functions</u>: The Client agrees to perform the following functions:

- 1. **PAYMENT:** Client agrees to pay Attorney the agreed upon fees for the performance of any and all such legal services rendered at the fee rate specified in Section II below and to pay for all costs and expenses incurred in connection therewith as specified in section II below.
- 2. COOPERATION: CLIENT agrees to cooperate fully with Attorney and Attorney's office and provide all information known by Client or available to Client which may aid Attorney in representing Client in said matter. Client acknowledges that Client must provide proper documentation in order to complete a Forensic Mortgage Document Audit and failure to provide all requested documentation will result in delays until ali documentation is received and processed. The list of documentation necessary to perform a Forensic Mortgage Document Audit is attached as composite Exhibit A, which also includes the Borrower's written Authorization for Attorney to communicate on Borrower's behalf to third parties, including the Mortgage Lender. This Authorization must also be executed by Borrower
- 3. <u>NO CONTACT</u>: Client agrees that during the terms of this Agreement and while Attorney continues to represent Client,

that Client will not make any direct contact with any state or federal agent, or adverse parties to this Matter, or anyone working on their behalf, and agrees to refer any and all questions by any such person or agency to Attorney without further comment.

- 4. <u>CONTRACT INFORMATION:</u> Client agrees to provide and maintain at all times a current mailing address, telephone number and email address with Attorney's office. Client agrees to provide Attorney's Office with advance vacation dates, and notice of any occasion which will require Client to be out of town, or otherwise unavailable to meet or discuss the litigation with Attorney The Client must keep Attorney's Office apprised of Client's whereabouts at all times during the term of this Agreement. The failure to keep the Attorney's Office appraised of Client's current address, phone number, and email address may result in the discontinuation of Attorney's representation due to a break down of communication and Client's cooperation. All information or change in contact information can be emailed to <u>attorney@savingmyhome.info</u>.
- 5. CLIENT HISTORY: Client agrees to write down and provide Attorney all information relevant to the Client's mortgage loan transaction, including how and when the loan was originated, who was the original loan broker, mortgage representative, and lender, the circumstances of the closing of the loan, the payment history on the loan, and all other information related to the Loan, including, the mortgage broker's name, address, and company, any representations made by anyone in order to get the Client to apply for the loan, any and all financial information Client provided to qualify for the loan and all contacts, telephone calls, emails or other contact information with the Lender or the Servicer (the entity to whom you made your payments) of the Client's loan, and all other information related to the procurement of the Loan, servicing of the loan, and attempts to resolve and/or seek help from the Servicer or Lender prior to being served with the foreclosure suit, including any loan modification attempts or offers.
- 6. <u>NO OUTSIDE LOAN MODIFICATION COMPANIES:</u> Client understands that throughout the litigation for which Attorney has been retained, and in an effort to negotiate a resolution of the litigation against Client, Attorney will be working with the loss mitigation department of the Client's Lender, as well as the Lender's attorneys in order to negotiate a loan modification, short sale, or a deed-in-lieu of foreclosure agreement, or simply

to maintain communications with Lender so that a resolution of litigation may ultimately be negotiated. Client the acknowledges that he/she HAS NOT and during the terms of this Agreement and while Attorney represents Client, WILL NOT retain, employ or hire any other loan modification company or firm, nor retain any realtor or short sale company or firm nor retain any other Attorney or law firm, for the purpose of negotiating or attempting to negotiate any loan modification, short sale, or deedin-lieu of foreclosure resolution to any issue concerning Client's mortgage or the legal action which is the subject of this Agreement. When two companies or firms are working on a loan modification, short sale, or deed-in-lieu of foreclosure, without the knowledge of the other company or firm, the result is the loss of credibility between those purporting to act on Client's behalf and possible conflicting interests can be advanced on behalf of the Client, to the Client's detriment.

D. CLIENT'S AUTHORIZATION AND DECISON-MAKING

- Client authorizes and directs Attorney to take all actions which Attorney deems advisable and in the Client's best interest on behalf of Client in all matters handled by Attorney.
- **2.** Client understands that matters may include multiple jurisdictions and involve considerable complexity; therefore, Attornev is expressiv authorized to associate other counsel/attorneys. If other counsel/attorneys is/are associated, no additional fees will be charged to client without client's prior and express written approval. However, a division of any fees that Client is obligated to pay Attorney may at the Attorney's sole discretion, be made between Attorney and any other associated counsel/attorney.
- **3.** Client acknowledges that in entering into this Agreement, no partner, associate, employee, agent, or any other person connected with Attorney has made any representations to the Client guaranteeing the Client's ultimate success in any matter. Any legal dispute which involves legal and factual issues may be decided upon by a court, arbitrator, or jury contrary to the Client's interest. It is impossible to state with certainty whether the Client's interest will prevail. The Client acknowledges that matters may be resolved unfavorably to his/her interest by the Court.
- 4. Client acknowledges that he/she is not represented by any other Attorney or Law Firm in any matter for which this

4

Attorney is being retained to represent the Client. Client also acknowledges that Client must disclose to Attorney, no later than the time of executing this Agreement, the name, mailing address, telephone number, and any other contact information for any other Attorney or Law Firm who has previously performed any services for Client with respect to the mortgage or litigation for which Client now retains Attorney to represent Client.

- 5. Client acknowledges that Client does hereby grant a specific power of attorney to "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact. "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, shall have full power and authority to undertake and perform any and all acts on behalf of Client including the power to discuss, disclose and/or execute any and all personal and /or financial information necessary to conduct any affairs on behalf of the Client, including but not limited to executing drafts and other documents on the Client's behalf. The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, agree to accept appointments subject to these terms' and further agree to act and perform in said capacity consistent with the Client's best interest and as counsel deems advisable. This power of attorney is effective upon execution. This power of attorney may by "Save My Home, Inc". and Attorney Carol C. Asbury, Esquire, at any time and shall automatically be d upon Client's death provided any person relying on this power of attorney shall have full rights to accept any rely upon the authority of "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, until the receipt of actual notice of revocation.
- 6. Client acknowledges that it is fully responsible and liable for the payment in full of any and all attorney fees, costs and expenses agreed upon pursuant to the terms of this Agreement. Client further acknowledges that Client will pay in timely manner any and all fees, costs and expenses to Attorney pursuant to terms set forth below in Section II. Should Client fail to pay any amount of attorney fees, costs or expenses in a timely manner, this Agreement will be deemed broken and materially breached by Client, and all fees, costs, and expenses owed by Client will be due immediately upon request, with interest and/or penalty. Should Client breach this Agreement and Attorney initiates any legal proceeding to enforce Attorney's rights under this

Agreement, Client shall be responsible to pay or reimburse Attorney for any and all reasonable attorney fees, filing fees, costs and expenses incurred by the Attorney's efforts to collect said fees, costs or expenses due to Attorney.

7. Client and Attorney acknowledge, agree and understand that all decisions regarding the ultimate resolution of the litigation for which Client has retained Attorney, is for the Client to make based upon consultation and advise with Attorney. However, Client and Attorney also acknowledge, agree and understand that any and all decisions involving litigation strategy, tactics and proceedings, before or after trial, will be made solely by Attorney, and that Attorney's ability to make such decisions is a reason why Client is retaining Attorney. Attorney will make no decisions to settle or compromise this litigation in full, without the prior approval of Client. Client further acknowledges that Attorney's duty is to provide legal representation, services and assistance and to advise Client on his/her rights, options and responsibilities. In no way does Attorney assume the right or responsibility of "final decision-making", or other ultimate resolution of Client's litigation without the prior consent of Client.

II.ATTORNEYS' FEES

Attorney Carol C. Asbury, Esquire, charges a usual and A. customary hourly rate for her time working on behalf of clients at \$350.00 to \$500.00 per hour. Any other Attorney associated with this law firm or Save My Home, Inc., who possesses a minimum of ten (10) years of experience as a member of any State Bar Association, also charges a usual and customary hourly rate for his or her time working on behalf of clients at \$350.00 to \$500.00 per hour. There may also be other attorneys hired by this law firm or Save My Home, Inc., who, regardless of their number of years of experience, possess skills and qualifications which justify a reasonable hourly rate between \$350.00 to \$500.00 per hour, and more. Notwithstanding, Attorney realizes and acknowledges that due to the Client's particular financial situation, and the fact that the purpose of this Agreement is to assist the Client to resolve disputes related to the expense and cost of the Client's mortgage, Attorney agrees to accept a substantially reduced fee to be paid by the Client in accordance with the Terms of this Agreement. However, in the event that Attorney has the opportunity to recover or recoup any fee from any party to this

litigation other than the Client, such as the Lender/Plaintiff, or any previous or current holder of the Note or Mortgage, or the mortgage broker or mortgage lender, or any related individual or entity, the Client understands and acknowledges that the Attorney is entitled to recover such based upon his or her usual and customary fee for all services reasonably incurred in performing the work hereunder.

B. According to the terms of this Agreement, Client agrees to pay Attorney the following fees due as indicated by the particular, specific fee agreement designated below. Of the three separate fee agreements described below, the Client and Attorney must each check mark the specific Fee Agreement agreed upon between the parties to this Agreement, and for which the Client is obligated to pay:

ATTORNEY admonishes CLIENT to PLEASE read each of these Sections and Subsections fully and carefully before signing this Legal Fee Agreement, and to ask ATTORNEY any questions which CLIENT may have regarding such prior to signing.

FORECLOSURE CLIENT FEE AGREEMENT

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[X] Agreed to by Client. [X] Agreed to by Attorney.

1. Foreclosure Client: A Monthly Fee of \$600.00 due the first day of every month. The first monthly installment will be due for the month of October 5, 2009 and will continue until this Agreement is terminated in writing by either Attorney or Client. A \$50 late fee shall be charged for any monthly fee that is not received by Attorney by at the latest, the end of the business day on fifth (5th) day after the first date of each month.

A., Attorney is also entitled to be paid a contingency fee under the following terms but, only if paid by lender, or by an entity on lender's behalf:

--- 33.33% of gross proceeds for any recovery for Client by means of settlement, verdict, or judgment; and,

--- 40% if recovery occurs after the filing of any appeal.

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FORECLOSURE FLAT RATE CLIENT FEE AGREEMENT

7

[X] Agreed to by Client. [X] Agreed to by Attorney.

2. Foreclosure Flat Rate Client: A flat rate, one time fee for individual, specific services only as set forth below.

Attorney agrees to provide certain, specific services for Clients who want only certain individual projects instead of ongoing and continuous representation such as defense of a foreclosure suit or any other lawsuit. These services are specific in nature and Attorney shall have no other, additional, or related responsibility to represent or perform any work for Client after the performance of the specific service agreed upon and for which a flat rate is paid by Client. Attorney does not offer any opinions or counsel regarding any of these flat rate services. If Client desires Attorney to represent him/her in any ongoing or continuous litigation, or any other matter, Client shall be required to enter into a separate agreement with additional fees to be determined at that time.

- A. \$2500.00 for a loan modification and foreclosure sale postponement for no more than eight (8) months. If appropriate, Attorney will prepare a loan modification package and submit it to the Lender for consideration. While the loan modification is being prepared and considered by Lender's servicer, Attorney will undertake his/her best efforts to obtain a postponement of the foreclosure sale for up to 8 months. Once again these are based on pro se pleading and Client is responsible for monitoring Client's case and be prepared to go to a court hearing. Failure to monitor and continue with the filing of discovery, answer, affirmative defenses, and counter complaint may result in the entry of a motion for final summary judgment and the sale of Client's home.
- B. \$1500.00 for representation of Client for any immediately pending motion for summary judgment, vacating sale of home, vacating certificate of sale, or other pending hearing where immediate service is necessary and which requires Attorney to immediately devote all Attorney's time and effort to responding and attending the hearing to performed his or her best efforts to represent the Client's interests. If successful, Client shall be required to enter into a separate agreement with additional fees to be determined at that time.
- C. Other matters to be determined on a case-by-case, or issue-by-issue basis.

-OR-

HOURLY ATTORNEY FEE CLIENTS

[X] Agreed to by Client. [X] Agreed to by Attorney.

3. <u>Hourly Attorney Fee CLIENTS</u>: Client acknowledgees that Client will be charged **\$____00** per hour for all legal work and **\$____00** per hour for travel time and related expenses.

- The Client understands and agrees that the Attorneys' normal rates for legal services are between \$350.00 and \$500.00 per hour for Carol C. Asbury, Esquire and other similarly qualified attorneys, and \$250.00 for any other associated attorney employed by or hired by Attorney. Paralegals and law clerks (not secretaries) will be billed at the rate of \$75.00 per hour.
- **2.** The Hourly Rate Client shall maintain a Trust Fund of no less than \$3000.00 for the regular, monthly payment of Attorneys' fees and other fees as set forth above.

III. COSTS, EXPENSES AND RELATED FEES

1. FORENSIC MORTGAGE DOCUMENT AUDIT AND SECURITIES and EXCHANGE AUDIT

Additional fees for an independent Forensic Mortgage Document Audit and S.E.C. Research will be charged directly to the Client, without any portion of such paid to the Attorney. Each service is charged at \$600.00, and paid directly to the service provider. The forensic mortgage document audit is necessary to analyze whether the original mortgage broker, lender, and Title Company responsible for the closing of the loan, complied with applicable state and federal disclosure, rate and fee limitation, and predatory lending laws. This information is critical to developing a defense to the Client's foreclosure action and developing possible independent claims against the lender and lender's predecessors or assigns. Client acknowledges, understands and agrees that without the forensic mortgage document audit the Client may not be able to establish any defenses, or prove entitlement to any monetary damages, in a court of law related to violations of RESPA, HOEPA, TILA and/or any other state and Federal laws.

The Securities and Exchange (S.E.C.) Research is done by an

expert in the area of securities and banking. This research consists of a review of the Lender Trustee's filings with the Securities and Exchange Commission and compares them to the documents they have filed in Court. The S.E.C. Research can be vitally important in placing into question the Plaintiff's actual ownership of the mortgage or note, which may create a defense to the foreclosure action.

a. I agree to pay the \$600.00 fee for a forensic mortgage document audit: **Yes or No**

b. I agree to pay the \$600.00 fee for a S.E.C. Report: Yes or No

2. Court Reporter, Transcripts, Deposition, Expert Witness, and Client understands and agrees to pay all actual and Other Fees: reasonable costs and/or expenses of Client's case; including but not limited to, service of process fees, filing fees, court reporter fees, certified copy fees, deposition transcripts, appraisals, witness or consulting fees, expert witness fees, fees for counselors and mediation fees. Mileage for necessary and reasonable travel incurred by Attorney or Attorney's office on behalf of Client, is charged at the rate approved by the Internal Revenue Service (\$0.45 per mile), and document copies are charged at \$0.25 per page. Client acknowledges that the fees,\costs and expenses set forth herein are separate, distinct, and apart from any Attorney fee required to be paid by Client. The Attorney reserves \the right to underwrite and directly pay the costs of these fees, costs and expenses, as an interest free loan to the Client. However, there may be times that Attorney may request or require that any fee, expense or cost be paid directly by Client, as these fees may be necessary for the adequate and vigorous representation of the Client. No fee, cost or expense, in excess of \$100.00, shall be charged to. or incurred on behalf of the Client without Client's prior approval.

3.Court Filing Fees or Other Increases in Fees, Costs and Expenses: Recently the Court has raised the fees required for the filing of counter-claims, third party complaints, and cross-claims to \$1900.00 for Defendants as well as Plaintiffs. In other words, the court fee for filing a foreclosure complaint is \$1900.00, and the fee for filing a counter-claim against the Lender is also \$1900.00, to be paid by the Defendant/Client. This is a substantial increase from the \$400.00 filing fee that was previously charged to Defendants for filing counter-claims. In the future, other court fees, court reporter fees, or other related fees, costs, and expenses directly affecting the litigation may be increased In the event of any <u>substantial</u> increase in the costs and fees associated with defending the foreclosure action, or pursuing related claims against the Lender or related entity, the Attorney will

inform the Client of the increase, prior to incurring or expending such on behalf of Client, or obligating Client to pay such.

IV. ADDITIONAL SERVICES:

A. <u>SHORT SALE, LOAN MODIFICATION, DEED-IN-LIEU OF</u> <u>FORECLOSURE, PRINCIPAL REDUCTIONS, ETC.</u>: In addition to the defense of the Mortgage Foreclosure case, the Client hereby authorizes the Attorney to discuss this case with realtors and mortgage brokers to obtain a short sale, loan modification, or deed-in-lieu of foreclosure, Principal Reduction, or to refinance the mortgage. Any such service must be approved by the Client. In the event that any such service is performed the Attorney is authorized to obtain a loss mitigation fee from the Lender and Attorney may charge the customary fee for any closing or title work that is done or any appraisal and/or inspection fee that is ordered and paid for by the Attorney.

a. Client shall sign an authorization agreement to allow Attorney and Attorney's agents/employees to negotiate with the Lender's loss mitigation department, to place the property on the MLS or other advertisement, and to conduct and finalize any short sale, if a short sale is in the best interest of the Client.

> b. In the event that the Client's Mortgage is refinanced or modified, the Attorney may charge the Attorney's customary fee of \$2000.00 per loan.

III. <u>OTHER TERMS</u>

A. **FLORIDA LAW:** All terms of this Agreement shall be construed in accordance with and pursuant to the Laws of the State of Florida. Pursuant to Florida Law, failure to provide prompt payment of all outstanding debts owed will result in this office pursuing any and all remedies available to recover said fees, accrued interest, associated filing fees, costs and any additional expenses accrued pursuant to debt collection.

B. FLORIDA BAR: Pursuant to The Rules Regulating the Florida Bar, the retainer flat fee is nonrefundable and must be commensurate with the work performed. The attorney agrees that work performed that exceeds the amount paid by Client will not be sought from Client in quantum merit. The Client agrees that it is fully understood the fees paid are absolutely nonrefundable. **C. OFFICE HOURS:** Client's agree by entering into this Agreement that Attorney is available at regular business hours, which are Monday through Friday between the hours of 9 A.M. And 5 P.M.. If Client needs to contact counsel during non business hours, Client shall do so by email at <u>carolcasbury@yahoo.com</u> or <u>attorney@savingmyhome.info</u>, or by leaving a telephone message at counsel's office. Counsel agrees to respond as appropriate and when available. If Client is in possession of a cellular number, or home telephone number for any member or employee of this Firm, its use must be done with discretion, telephone calls received by any member or employee of this Firm on Saturday, Sunday, or any legal holiday will be billed at the rate of \$250.00 per hour payable on the first of each month in addition to all monthly fees.

D. <u>WITHDRAWAL:</u> Client agrees and understands that counsel may withdraw from any case if client has failed to follow Attorney's advice, if Client has misrepresented or failed to disclose any material facts or if Client has failed to pay any required fees, expenses or costs. Likewise, Client may discharge Attorney at any time for any reason with the understanding that any and all nonrefundable fees has been earned by and remains the property of Attorney. Client acknowledges that a flat fee will be required to pay for expenses accumulated prior to termination, to turn over files and all information to new attorneys or substitute counsel, and to compensate Attorney for the time and costs if Attorney must proceed to court to obtain permission to withdraw.

This agreement shall be binding on all parties and heirs and shall be enforceable by "Save My Home, Inc." or Carol C. Asbury, Esquire.

THE PARTIES TO THIS AGREEMENT HAVE READ THE ENTIRE AGREEMENT, AND WILL NOT SIGN NOR EXECUTE THE UNDERLYING SIGNATURE LINES WITHOUT AND UNTIL THEY UNDERSTAND ALL OF THE TERMS AND CONDITIONS WHICH THEY ARE AGREEING TO.

Date: 10 1 0 5 1 2009
CLIENT'S SIGNATURE: Jone Antres . CLIENT'S PRINTED FULL NAME: Jone Dan VERS .
CLIENT'S SIGNATURE:

INSTR # 111824860, OR BK 50195 PG 356, Page 15 of 16

ATTORNEY'S PRINTED NAME: CAROL C. ASBURY, Esquire SAVE MY HOME, INC. DATE:_____

. .

ATTORNEY'S SIGNATURE:

"B"

Civil Justice Advocates, PL. 3601 W. Commercial Blvd. Suite 18 Fort Lauderdale, Fl. 33309

DIONE DANVERS 74 L

Ph:954-677-8888 Fax:954-677-8881

Annust 1 2012

7470 NW 38TH COURT	-	August 1, 2012	
LAUDERHILL, FL 33319			
	File #:	09-049045	
	Inv #:	6584	
RE: FD-09-049045 531 LONG ISLAND AVE			
KE. PD-03-043045 JJT DONG ISLAND AVE			
Grand Total Fee & Disbursements		\$0.00	
Previous Balance		17,800.00	
Balance Now Due		\$17,800.00	
Notice - New Clients as of 9/1/2011 uppaid fees and expenses, if not paid within ten (10) days from statements date shall bear interest at the rate of 18%			

annum until paid. We now accept Major Credit Cards, Checks, Money Order, Cashiers Check, PayPal or Cash. Checks are to be made payable to: Civil Justice Advocates, PL. Balance must be paid on or before the due date to avoid late charges.

A \$50.00 late fee will be applied five days after payment due date if payment has not been received.

Electronically Filed 09/19/2013 10:05:22 AM ET

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

WELLS FARGO BANK NA D/B/A AMERICAS SERVICING COMPANY

Plaintiff,

vs.

Case No.: CACE 09-057334 11 Div.: CIVIL

DIONE PETERKINS A/K/A DIONE DANVERS, et al.

Defendant(s),

NOTICE OF CHARGING LIEN

COMES NOW, Civil Justice Advocates, PL, attorneys for Defendant, DIONE PETERKINS A/K/A DIONE DANVERS ("DEFENDANT"), hereby give notice of a charging lien, and in support thereof state as follows:

1. Civil Justice Advocates, PL., and Dione Danvers entered into a retainer agreement on October 5, 2009. A copy of said retainer agreement is attached hereto and incorporated by reference as **EXHIBIT "A."**

2. There was an understanding between Defendant and Civil Justice Advocates, PL., to the payment of attorney's fees out of potential recovery in this action.

3. Defendant has avoided paying Civil Justice Advocates, PL., for legal services rendered in this action.

4. On September 1, 2012, Civil Justice Advocates, PL., gave notice to Defendant of the amounts due and owing. A copy of said notice is attached hereto and incorporated by reference as EXHIBIT "B."

5. Civil Justice Advocates, PL., seeks to enforce its charging lien in the amount of \$10,865.00, plus interest at the statutory rate.

6. Civil Justice Advocates, PL., should have the Court's authorization for its charging lien to be recognized and enforced against the subject property of this action or any monetary disbursements awarded to Defendant. See, Daniel Mones, P.A. v. Smith, 486 So. 2d 559 (Fla. 1986).

INSTR # 111825632, OR BK 50196 PG 536, Page 2 of 15

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded via U.S. Mail and to the parties listed below on this $\underline{18}$ day of \underline{Septem}_2013 .

Law Offices of Daniel Consuegra attorneynotice@consuegralaw.com

Dione Danvers 7470 NW 38th Court Lauderhill, FL 33310

CIVIL JUSTICE ADVOCATES, PL

3601 W Commercial Blvd #18 Ft Lauderdale, FL 33309 Tel: (954) 677-8888 Fax (954) 677-8881

Johnn ey, E FI brida Bar No. 192465

Kunal A. Mirchandani, Esq. Florida Bar No. 86161



CONTRACT FOR LEGAL SERVICES SAVE MY HOME, INC. A LAW FIRM DEDICATED TO THE PEOPLE

This is a contract for legal services involving the foreclosure action set forth below entered between SAVE MY HOME, INC. and CAROL C. ASBURY, ESQUIRE (hereinafter referred to as "Attorney") and Dione Danvers (hereinafter referred to a "CLIENT") made on December 1, 2009, based upon the terms and conditions set forth below.

I. SCOPE OF AGREEMENT

A. <u>Parties involved:</u> The client hereby desires, and has engaged with counsel to undertake the legal representation of the client in regard to legal services (hereinafter "MATTER") involving (name of parties involved):

Case No.:09-057334
County:Broward
Plaintiff(s): Wells Fargo Bank, N.A. D/B/A America's Servicing
Company
Address: 6291 NW 14 th Court, Sunrise, FL 33312
Defendant(s): Dione Danvers and Andrew Danvers
Homestead?: Yes No
Other Info:

B. <u>Counsel Functions:</u> Attorney is retained, employed, and empowered to institute on the Client's behalf such action as may be advisable in Attorney's professional judgment and to affect a final settlement or compromise, which is always subject to the Client's approval. Attorney will keep client informed of progress and developments, and respond promptly to Client's inquiries and communications.

1. Attorney will perform the following legal services relative to the matters involved in the Clients' case identified above (claims and/or defenses):

To represent the client and defend against foreclosure litigation These legal services may include, but are not necessarily limited to, investigations of potential violations of RESPA, TILA, HOEPA laws, fraudulent or predatory lending practice laws, and other federal and/or state mortgage lending laws, and the possible filing of counter-claims, cross claims, and or other independent actions, as well as filing regulator complaints if necessary, and negotiation of ultimate complaint litigation settlement and

resolution	
OTHER:	

- 2. If the Client's Adversary (the Plaintiff in the foreclosure action) files any appeal from a court judgment or order and the Attorney must respond or file an Answer Brief to defend the Appellee Client in the Appellate Court, the Client agrees to continue to pay the attorney fee rate specified in Section II below and Client agrees to pay for all expenses incurred in connection therewith as specified in Section II below.
- **3.** If Attorney files an interlocutory appeal, (an appeal of a specific order, which does not end the case), on behalf of Client from an adverse court ruling, order or judgment, Client agrees to continue to pay the attorney fee rate specified in Section II below and Client agrees to pay all expenses incurred in connection therewith as specified in Section II below. The decision to file an appeal on behalf of the Client is the Attorney's decision only.
- **C.** <u>Client Functions:</u> The Client agrees to perform the following functions:
 - 1. <u>PAYMENT:</u> Client agrees to pay Attorney the agreed upon fees for the performance of any and all such legal services rendered at the fee rate specified in Section II below and to pay for all costs and expenses incurred in connection therewith as specified in section II below.
 - CLIENT agrees to cooperate fully with 2. COOPERATION: Attorney and Attorney's office and provide all information known by Client or available to Client which may aid Attorney in representing Client in said matter. Client acknowledges that Client must provide proper documentation in order to complete a Forensic Mortgage Document Audit and failure to provide all requested documentation will result in delays until all documentation is received and processed. The list of documentation necessary to perform a Forensic Mortgage Document Audit is attached as composite Exhibit A, which also includes the Borrower's written Authorization for Attorney to communicate on Borrower's behalf to third parties, including the Mortgage Lender. This Authorization must also be executed by Borrower
 - 3. NO CONTACT: Client agrees that during the terms of this

Agreement and while Attorney continues to represent Client, that Client will not make any direct contact with any state or federal agent, or adverse parties to this Matter, or anyone working on their behalf, and agrees to refer any and all questions by any such person or agency to Attorney without further comment.

- 4. <u>CONTRACT INFORMATION:</u> Client agrees to provide and maintain at all times a current mailing address, telephone number and email address with Attorney's office. Client agrees to provide Attorney's Office with advance vacation dates, and notice of any occasion which will require Client to be out of town, or otherwise unavailable to meet or discuss the litigation with Attorney The Client must keep Attorney's Office apprised of Client's whereabouts at all times during the term of this Agreement. The failure to keep the Attorney's Office appraised of Client's current address, phone number, and email address may result in the discontinuation of Attorney's representation due to a break down of communication and Client's cooperation. All information or change in contact information can be emailed to help@savingmyhome.info.
- Client agrees to write down and provide 5. CLIENT HISTORY: Attorney all information relevant to the Client's mortgage loan transaction, including how and when the loan was originated, who was the original loan broker, mortgage representative, and lender, the circumstances of the closing of the loan, the payment history on the loan, and all other information related to the Loan, including, the mortgage broker's name, address, and company, any representations made by anyone in order to get the Client to apply for the loan, any and all financial information Client provided to qualify for the loan and all contacts, telephone calls, emails or other contact information with the Lender or the Servicer (the entity to whom you made your payments) of the Client's loan, and all other information related to the procurement of the Loan, servicing of the loan, and attempts to resolve and/or seek help from the Servicer or Lender prior to being served with the foreclosure suit, including any loan modification attempts or offers.
- 6. <u>NO OUTSIDE LOAN MODIFICATION COMPANIES</u>: Client understands that throughout the litigation for which Attorney has been retained, and in an effort to negotiate a resolution of the litigation against Client, Attorney will be working with the loss mitigation department of the Client's Lender, as well as the Lender's attorneys in order to negotiate a loan modification,

short sale, or a deed-in-lieu of foreclosure agreement, or simply to maintain communications with Lender so that a resolution of the litigation may ultimately be negotiated. Client acknowledges that he/she HAS NOT and during the terms of this Agreement and while Attorney represents Client, WILL NOT retain, employ or hire any other loan modification company or firm, nor retain any realtor or short sale company or firm nor retain any other Attorney or law firm, for the purpose of negotiating or attempting to negotiate any loan modification, short sale, or deedin-lieu of foreclosure resolution to any issue concerning Client's mortgage or the legal action which is the subject of this Agreement. When two companies or firms are working on a loan modification, short sale, or deed-in-lieu of foreclosure, without the knowledge of the other company or firm, the result is the loss of credibility between those purporting to act on Client's behalf and possible conflicting interests can be advanced on behalf of the Client, to the Client's detriment.

D. CLIENT'S AUTHORIZATION AND DECISON-MAKING

- **1.** Client authorizes and directs Attorney to take all actions which Attorney deems advisable and in the Client's best interest on behalf of Client in all matters handled by Attorney.
- 2. Client understands that matters may include multiple jurisdictions and involve considerable complexity; therefore, Attorney is expressly authorized to associate other counsel/attorneys. If other counsel/attorneys is/are associated, no additional fees will be charged to client without client's prior and express written approval. However, a division of any fees that Client is obligated to pay Attorney may at the Attorney's sole discretion, be made between Attorney and any other associated counsel/attorney.
- **3.** Client acknowledges that in entering into this Agreement, no partner, associate, employee, agent, or any other person connected with Attorney has made any representations to the Client guaranteeing the Client's ultimate success in any matter. Any legal dispute which involves legal and factual issues may be decided upon by a court, arbitrator, or jury contrary to the Client's interest. It is impossible to state with certainty whether the Client's interest will prevail. The Client acknowledges that matters may be resolved unfavorably to his/her interest by the Court.
- 4. Client acknowledges that he/she is not represented by any

other Attorney or Law Firm in any matter for which this Attorney is being retained to represent the Client. Client also acknowledges that Client must disclose to Attorney, no later than the time of executing this Agreement, the name, mailing address, telephone number, and any other contact information for any other Attorney or Law Firm who has previously performed any services for Client with respect to the mortgage or litigation for which Client now retains Attorney to represent Client.

- 5. Client acknowledges that Client does hereby grant a specific power of attorney to "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact. "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, shall have full power and authority to undertake and perform any and all acts on behalf of Client including the power to discuss, disclose and/or execute any and all personal and /or financial information necessary to conduct any affairs on behalf of the Client, including but not limited to executing drafts and other documents on the Client's behalf. The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, agree to accept appointments subject to these terms and further agree to act and perform in said capacity consistent with the Client's best interest and as counsel deems advisable. This power of attorney is effective upon execution. This power of attorney may by "Save My Home, Inc". and Attorney Carol C. Asbury, Esquire, at any time and shall automatically be d upon Client's death provided any person relying on this power of attorney shall have full rights to accept any rely upon the authority of "Save My Home, Inc." and Attorney Carol C. Asbury, Esquire, as attorney-in-fact, until the receipt of actual notice of revocation.
- 6. Client acknowledges that it is fully responsible and liable for the payment in full of any and all attorney fees, costs and expenses agreed upon pursuant to the terms of this Agreement. Client further acknowledges that Client will pay in timely manner any and all fees, costs and expenses to Attorney pursuant to terms set forth below in Section II. Should Client fail to pay any amount of attorney fees, costs or expenses in a timely manner, this Agreement will be deemed broken and materially breached by Client, and all fees, costs, and expenses owed by Client will be due immediately upon request, with interest and/or penalty. Should Client breach this Agreement and Attorney initiates any

legal proceeding to enforce Attorney's rights under this Agreement, Client shall be responsible to pay or reimburse Attorney for any and all reasonable attorney fees, filing fees, costs and expenses incurred by the Attorney's efforts to collect said fees, costs or expenses due to Attorney.

Client and Attorney acknowledge, agree and understand that all decisions regarding the ultimate resolution of the litigation for which Client has retained Attorney, is for the Client to make based upon consultation and advice with Attorney. However, Client and Attorney also acknowledge, agree and understand that any and all decisions involving litigation strategy, tactics and proceedings, before or after trial, will be made solely by Attorney, and that Attorney's ability to make such decisions is a reason why Client is retaining Attorney. Attorney will make no decisions to settle or compromise this litigation in full, without the prior approval of Client. Client further acknowledges that Attorney's duty is to provide legal representation, services and assistance and to advise Client on his/her rights, options and responsibilities. In no way does Attorney assume the right or responsibility of "final decision-making", or other ultimate resolution of Client's litigation without the prior consent of Client.

II.ATTORNEYS' FEES

Attorney Carol C. Asbury, Esquire, charges a usual and Α. customary hourly rate for her time working on behalf of clients at \$350.00 to \$500.00 per hour. Any other Attorney associated with this law firm or Save My Home, Inc., who possesses a minimum of ten (10) years of experience as a member of any State Bar Association, also charges a usual and customary hourly rate for his or her time working on behalf of clients at \$350.00 to \$500.00 per hour. There may also be other attorneys hired by this law firm or Save My Home, Inc., who, regardless of their number of years of experience, possess skills and qualifications which justify a reasonable hourly rate \$350.00 \$500.00 per hour, and more. between to Notwithstanding, Attorney realizes and acknowledges that due to the Client's particular financial situation, and the fact that the purpose of this Agreement is to assist the Client to resolve disputes related to the expense and cost of the Client's mortgage, Attorney agrees to accept a substantially reduced fee to be paid by the Client in accordance with the Terms of this Agreement. However, in the event that Attorney has the opportunity to recover or recoup any fee from any party to this litigation other than the Client, such as the Lender/Plaintiff, or any previous or current holder of the Note or Mortgage, or the mortgage broker or mortgage lender, or any related individual or entity, the Client understands and acknowledges that the Attorney is entitled to recover such based upon his or her usual and customary fee for all services reasonably incurred in performing the work hereunder.

B. According to the terms of this Agreement, Client agrees to pay Attorney the following fees due as indicated by the particular, specific fee agreement designated below. Of the three separate fee agreements described below, the Client and Attorney must each check mark the specific Fee Agreement agreed upon between the parties to this Agreement, and for which the Client is obligated to pay:

ATTORNEY admonishes CLIENT to PLEASE read each of these Sections and Subsections fully and carefully before signing this Legal Fee Agreement, and to ask ATTORNEY any questions which CLIENT may have regarding such prior to signing.

FORECLOSURE CLIENT FEE AGREEMENT

[] Agreed to by Client.

[] Agreed to by Attorney.

1.Foreclosure Client: A Monthly Fee of \$600.00 due the first day of every month. The first monthly installment will be due for the month of December 1, 2009 and will continue until this Agreement is terminated in writing by either Attorney or Client. A \$50 late fee shall be charged for any monthly fee that is not received by Attorney by at the latest, the end of the business day on fifth (5th) day after the first date of each month.

A., Attorney is also entitled to be paid a contingency fee under the following terms but, *only if paid by lender, or by an entity on lender's behalf:*

--- 33.33% of gross proceeds for any recovery for Client by means of settlement, verdict, or judgment; and,

--- 40% if recovery occurs after the filing of any appeal.

-0R-

FORECLOSURE FLAT RATE CLIENT FEE AGREEMENT

[] Agreed to by Client.[] Agreed to by Attorney.

D. Foreslasson Flat Data Oliverta de data

2. Foreclosure Flat Rate Client: A flat rate, one time fee for individual, specific services only as set forth below.

Attorney agrees to provide certain, specific services for Clients who want only certain individual projects instead of ongoing and continuous representation such as defense of a foreclosure suit or any other lawsuit. These services are specific in nature and Attorney shall have no other, additional, or related responsibility to represent or perform any work for Client after the performance of the specific service agreed upon and for which a flat rate is paid by Client. Attorney does not offer any opinions or counsel regarding any of these flat rate services. If Client desires Attorney to represent him/her in any ongoing or continuous litigation, or any other matter, Client shall be required to enter into a separate agreement with additional fees to be determined at that time.

- A. \$2500.00 for a loan modification and foreclosure sale postponement for no more than eight (8) months. If appropriate, Attorney will prepare a loan modification package and submit it to the Lender for consideration. While the loan modification is being prepared and considered by Lender's servicer, Attorney will undertake his/her best efforts to obtain a postponement of the foreclosure sale for up to 8 months. Once again these are based on pro se pleading and Client is responsible for monitoring Client's case and be prepared to go to a court hearing. Failure to monitor and continue with the filing of discovery, answer, affirmative defenses, and counter complaint may result in the entry of a motion for final summary judgment and the sale of Client's home.
- B. \$1500.00 for representation of Client for any immediately pending motion for summary judgment, vacating sale of home, vacating certificate of sale, or other pending hearing where immediate service is necessary and which requires Attorney to immediately devote all Attorney's time and effort to responding and attending the hearing to performed his or her best efforts to represent the Client's interests. If successful, Client shall be required to enter into a separate agreement with additional fees to be determined at that time.
- C. Other matters to be determined on a case-by-case, or issue-by-issue basis.

-OR-

HOURLY ATTORNEY FEE CLIENTS

[] Agreed to by Client.

[] Agreed to by Attorney.

3. <u>Hourly Attorney Fee CLIENTS</u>: Client acknowledgees that Client will be charged **\$____00** per hour for all legal work and **\$____.00** per hour for travel time and related expenses.

- The Client understands and agrees that the Attorneys' normal rates for legal services are between \$350.00 and \$500.00 per hour for Carol C. Asbury, Esquire and other similarly qualified attorneys, and \$250.00 for any other associated attorney employed by or hired by Attorney. Paralegals and law clerks (not secretaries) will be billed at the rate of \$75.00 per hour.
- **2.** The Hourly Rate Client shall maintain a Trust Fund of no less than \$3000.00 for the regular, monthly payment of Attorneys' fees and other fees as set forth above.

III. COSTS, EXPENSES AND RELATED FEES

1. FORENSIC MORTGAGE DOCUMENT AUDIT AND SECURITIES and EXCHANGE AUDIT

Additional fees for an independent Forensic Mortgage Document Audit and S.E.C. Research will be charged directly to the Client, without any portion of such paid to the Attorney. Each service is charged at \$600.00, and paid directly to the service provider. The forensic mortgage document audit is necessary to analyze whether the original mortgage broker, lender, and Title Company responsible for the closing of the loan, complied with applicable state and federal disclosure, rate and fee limitation, and predatory lending laws. This information is critical to developing a defense to the Client's foreclosure action and developing possible independent claims against the lender and lender's predecessors or assigns. Client acknowledges, understands and agrees that without the forensic mortgage document audit the Client may not be able to establish any defenses, or prove entitlement to any monetary damages, in a court of law related to violations of RESPA, HOEPA, TILA and/or any other state and Federal laws.

The Securities and Exchange (S.E.C.) Research is done by an

expert in the area of securities and banking. This research consists of a review of the Lender Trustee's filings with the Securities and Exchange Commission and compares them to the documents they have filed in Court. The S.E.C. Research can be vitally important in placing into question the Plaintiff's actual ownership of the mortgage or note, which may create a defense to the foreclosure action.

a. I agree to pay the \$600.00 fee for a forensic mortgage document audit: Yes or No

b. I agree to pay the \$600.00 fee for a S.E.C. Report: Yes or No

2. Court Reporter, Transcripts, Deposition, Expert Witness, and Client understands and agrees to pay all actual and Other Fees: reasonable costs and/or expenses of Client's case; including but not limited to, service of process fees, filing fees, court reporter fees, certified copy fees, deposition transcripts, appraisals, witness or consulting fees, expert witness fees, fees for counselors and mediation fees. Mileage for necessary and reasonable travel incurred by Attorney or Attorney's office on behalf of Client, is charged at the rate approved by the Internal Revenue Service (\$0.45 per mile), and document copies are charged at \$0.25 per page. Client acknowledges that the fees, costs and expenses set forth herein are separate, distinct, and apart from any Attorney fee required to be paid by Client. The Attorney reserves the right to underwrite and directly pay the costs of these fees, costs and expenses, as an interest free loan to the Client. However, there may be times that Attorney may request or require that any fee, expense or cost be paid directly by Client, as these fees may be necessary for the adequate and vigorous representation of the Client. No fee, cost or expense, in excess of \$100.00, shall be charged to, or incurred on behalf of the Client without Client's prior approval.

3. <u>Court Filing Fees or Other Increases in Fees, Costs and</u> <u>Expenses:</u> Recently the Court has raised the fees required for the filing of counter-claims, third party complaints, and cross-claims to \$1900.00 for Defendants as well as Plaintiffs. In other words, the court fee for filing a foreclosure complaint is \$1900.00, and the fee for filing a counter-claim against the Lender is also \$1900.00, to be paid by the Defendant/Client. This is a substantial increase from the \$400.00 filing fee that was previously charged to Defendants for filing counter-claims. In the future, other court fees, court reporter fees, or other related fees, costs, and expenses directly affecting the litigation may be increased In the event of any <u>substantial</u> increase in the costs and fees associated with defending the foreclosure action, or pursuing related claims against the Lender or related entity, the Attorney will inform the Client of the increase, prior to incurring or expending such on behalf of Client, or obligating Client to pay such.

IV. ADDITIONAL SERVICES:

A. <u>SHORT SALE, LOAN MODIFICATION, DEED-IN-LIEU OF</u> <u>FORECLOSURE, PRINCIPAL REDUCTIONS, ETC.</u>: In addition to the defense of the Mortgage Foreclosure case, the Client hereby authorizes the Attorney to discuss this case with realtors and mortgage brokers to obtain a short sale, loan modification, or deed-in-lieu of foreclosure, Principal Reduction, or to refinance the mortgage. Any such service must be approved by the Client. In the event that any such service is performed the Attorney is authorized to obtain a loss mitigation fee from the Lender and Attorney may charge the customary fee for any closing or title work that is done or any appraisal and/or inspection fee that is ordered and paid for by the Attorney.

a. Client shall sign an authorization agreement to allow Attorney and Attorney's agents/employees to negotiate with the Lender's loss mitigation department, to place the property on the MLS or other advertisement, and to conduct and finalize any short sale, if a short sale is in the best interest of the Client.

> b. In the event that the Client's Mortgage is refinanced or modified, the Attorney may charge the Attorney's customary fee of \$2000.00 per loan.

III. <u>OTHER TERMS</u>

A. <u>FLORIDA LAW:</u> All terms of this Agreement shall be construed in accordance with and pursuant to the Laws of the State of Florida. Pursuant to Florida Law, failure to provide prompt payment of all outstanding debts owed will result in this office pursuing any and all remedies available to recover said fees, accrued interest, associated filing fees, costs and any additional expenses accrued pursuant to debt collection.

B. FLORIDA BAR: Pursuant to The Rules Regulating the Florida Bar, the retainer flat fee is nonrefundable and must be commensurate with the work performed. The attorney agrees that work performed that exceeds the amount paid by Client will not be sought from Client in quantum merit. The Client agrees that it is fully understood the fees paid are absolutely nonrefundable. **C. OFFICE HOURS:** Client's agree by entering into this Agreement that Attorney is available at regular business hours, which are Monday through Friday between the hours of 9 A.M. And 5 P.M.. If Client needs to contact counsel during non business hours, Client shall do so by email at <u>carolcasbury@yahoo.com</u> or <u>attorney@savingmyhome.info</u>, or by leaving a telephone message at counsel's office. Counsel agrees to respond as appropriate and when available. If Client is in possession of a cellular number, or home telephone number for any member or employee of this Firm, its use must be done with discretion, telephone calls received by any member or employee of this Firm on Saturday, Sunday, or any legal holiday will be billed at the rate of \$250.00 per hour payable on the first of each month in addition to all monthly fees.

D. <u>WITHDRAWAL:</u> Client agrees and understands that counsel may withdraw from any case if client has failed to follow Attorney's advice, if Client has misrepresented or failed to disclose any material facts or if Client has failed to pay any required fees, expenses or costs. Likewise, Client may discharge Attorney at any time for any reason with the understanding that any and all nonrefundable fees has been earned by and remains the property of Attorney. Client acknowledges that a flat fee will be required to pay for expenses accumulated prior to termination, to turn over files and all information to new attorneys or substitute counsel, and to compensate Attorney for the time and costs if Attorney must proceed to court to obtain permission to withdraw.

This agreement shall be binding on all parties and heirs and shall be enforceable by "Save My Home, Inc." or Carol C. Asbury, Esquire.

THE PARTIES TO THIS AGREEMENT HAVE READ THE ENTIRE AGREEMENT, AND WILL NOT SIGN NOR EXECUTE THE UNDERLYING SIGNATURE LINES WITHOUT AND UNTIL THEY UNDERSTAND ALL OF THE TERMS AND CONDITIONS WHICH THEY ARE AGREEING TO.

Date: 10 1 0 5 1 2009
CLIENT'S SIGNATURE: 100 Anters
CLIENT'S SIGNATURE: CLIENT'S PRINTED FULL NAME: Read and Approved by:

12 ATTORNEY RETAINER /SAVE MY HOME, INC. ×₿″

Civil Justice Advocates, PL. 3601 W. Commercial Blvd. Suite 18 Fort Lauderdale, Fl. 33309

Ph:954-677-8888 Fax:954-677-8881

September 1, 2012 File #: 09-057334 Inv #: 6829 RE: FD-09-057334 6291 NW 14TH COURT Grand Total Fee & Disbursements \$0.00 **Previous Balance** 10,865.00 **Balance Now Due** \$10,865.00 Notice - New Clients as of 9/1/2011 unpaid fees and expenses, if not paid within ten (10) days from statements date shall bear interest at the rate of 18% per

annum until paid. We now accept Major Credit Cards, Checks, Money Order, Cashiers Check, PayPal or Cash. Checks are to be made payable to: Civil Justice Advocates,

PL. Balance must be paid on or before the due date to avoid late charges. A \$50.00 late fee will be applied five days after payment due date if payment has not been received.

DIONE DANVERS 7470 NW 38TH COURT LAUDERHILL, FI 33319 Instr# 117347915 , Page 1 of 1, Recorded 06/15/2021 at 01:00 PM Broward County Commission

Case Number: CACE-21-011697 Division: 13 Filing # 128707393 E-Filed 06/14/2021 03:25:36 PM

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

CASE NO.:

JOSHIRA STEPHENS,

Plaintiff,

٧.

ALETHEA WINDHAM,

Defendant.

.

NOTICE OF LIS PENDENS

TO DEFENDANT ALETHEA WINDHAM AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED OF THE FOLLOWING:

(a) The Plaintiff has instituted this action against Defendant, ALETHEA WINDHAM ("Defendant"), for tortious interference with an expectancy and for declaratory relief with respect to the property described below.

(b) The Plaintiff in this action is JOSHIRA STEPHENS.

(c) The date of the institution of this action is June 14, 2021.

(d) The property that is this subject matter of this action is located at 7470 NW 38th Court, Lauderhill, Broward County, Florida 33319, and is described as follows:

Lot 2, Block 2, of BOULEVARD WEST, as recorded in Plat Book 92, Page 19, of the Public Records of Broward County, Florida.

Parcel Identification Number: 494122150930

DATED this 14th day of June, 2021.

By:/s/ Marc E. Rosenthal Marc E. Rosenthal, Esq. Rosenberg Cummings & Edwards PLLC Counsel for Plaintiff 802 NE 20th Avenue Fort Lauderdale, Florida 33304 (954) 769-1344 Marc@RosenbergCummings.com Florida Bar # 117561 Instr# 117765947 , Page 1 of 2, Recorded 11/29/2021 at 02:55 PM Broward County Commission

Prepared By: Rosenberg, Cummings & Edwards, PLLC 802 NE 20th Avenue Fort Lauderdale, FL 33304

Return To: Rosenberg, Cummings & Edwards, PLLC 802 NE 20th Avenue Fort Lauderdale, FL 33304

ELECTION OF SURVIVING SPOUSE TO TAKE A ONE-HALF INTEREST OF DECEDENT'S INTEREST IN HOMESTEAD PROPERTY

STATE OF FLORIDA COUNTY OF BROWARD

1. The decedent, VINCENT STEPHENS (the "Decedent"), died on **Example**. On the date of the Decedent's death, the Decedent was married to Affiant, JOSHIRA STEPHENS (the "Affiant"), who survived the Decedent.

2. At the time of the Decedent's death, the Decedent owned an interest in real property that the Affiant believes to be homestead property described in s. 4, Article X of the State Constitution, which real property is located at 7470 NW 38th Court, Lauderhill, Florida 33319, being in Broward County, Florida, and described as:

Lot 2, Block 2, of BOULEVARD WEST, as recorded in Plat Book 92, Page 19, of the Public Records of Broward County, Florida.

Parcel Identification Number: 494122150930.

3. Affiant elects to take one-half of Decedent's interest in the homestead as a tenant in common in lieu of a life estate.

JOSHIRA STEPHENS, Afriant

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this $\mathbb{Z3}$ day of $\mathbb{N0}$, 2021, by JOSHIRA STEPHENS.

Jult		
Signature of Notary Public — State of Florida		
LUISA FERNANDA GONZAL EZ Notary Public - State of Florida Commission # HH 184902 wy Comm. Expires Oct 11, 2025 Bonced: through Vational Notary Assn.		

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR	Produced Identification
	· · ·
Type of Identification Produced	PRIVEN License

This Instrument Was Prepared By: Jesus E. Cuza Holland & Knight LLP 701 Brickell Ävenue, #3000 Miami, Florida 33131

MEMORANDUM OF MVR HOMEOWNER ADVANTAGE AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER ADVANTAGE AGREEMENT (this "Memorandum"), dated as of the Effective Date, is by and between Vincent Stephens and Alethea Windham, herein called "Property Owner," whose address is 7470 Northwest 38th Court, Lauderhill, Florida 33319, and 7470 Northwest 38th Court, Lauderhill, Florida 33319, respectively MV REALTY PBC, LEC, a Florida limited liability company, and/or its assigns or designees, herein called "Listing Broker", whose address is 401 East Atlantic Avenue, Suite 201, Delray Beach, Florida 33483.

WITNESSETH:

1. That by that certain MVR Homeowner Advantage Agreement, dated as of the Effective Date (the "Agreement") Property Owner has agreed to grant Listing Broker the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "Property"):

Legal Description: DIST:1912 CITY/MUNI/TWP:LAUDERHILL SEC/TWN/RNG/MER:SEC 22 TWN 49S RNG 41E BOULEVARD WEST 92-19 B LOT 2 BLK 2 Parcel #: 49-41-22-15-0930

2. The term of the Agreement began on the Effective Date (the "<u>Commencement Date</u>") and expires on the earlier of: (i) the date the Property is sold, and the Commission is paid to the Company, in accordance with the terms of the Agreement, or Listing Agreement entered into pursuant to the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "<u>Term</u>"), unless otherwise terminated in accordance with its terms.

3. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of Broward County, Florida, and it is the intent of the parties that it shall be so recorded and shall give notice of and confirm the Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein.

4. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.

[signature and notary block on following page]

IN WITNESS WHEREOF. Property Owner and Listing Broker have caused this Memorandum to be duly executed as of the date first above written. Signed, sealed and delivered: **PROPERTY OWNER:** By $\mathcal{J}\mathcal{V}_{f}$ Name: Vincent Stephens Date: STATE OF FLORIDA COUNTY OF BUILD The foregoing instrument was acknowledged before me this $\frac{2}{60}$ day of $\frac{4}{100}$, $\frac{2019}{100}$, by $\frac{1000}{100}$, and adult individual, who is personally known to me or who has produced $\frac{1000}{100}$ as identification. Notary Public, State of Florida **PROPERTY OWNER:** Notary Public State of Florida By: Toni M Alexander My Commission GG 195972 Name: Alethea Windham Exoires 03/13/2022 Date: <u>4 -</u> 3 - 19 STATE OF FLORIDA COUNTY OF Drawmer The foregoing instrument was acknowledged before me this $\frac{3}{2}$ day of $\frac{20/7}{100}$ by $\frac{20/7}{100}$ by $\frac{100}{100}$ and adult individual, who is personally known to me or who has produced Driver LICEnce as identification. Notary Public, State of Florida **COMPANY:** MV REALTY PBC. LLC. a Florida/limited liability company Notary Public State of Florida By: Toni M Alexander Name: Amanda J. Zachman My Commission GG 195972 Expires 03/13/2022 Title: Brokery Date: 4/17/19 STATE OF FLORIDA COUNTY OF Gim Beach The foregoing instrument was acknowledged before me this 17 day of 04 . 2019, by 34 by 35. Common and adult individual. who is personally known to me or who has produced as identification. month (alla Notary Public. State of Florida ANNETTE COLLADO MY COMMISSION # GG101586 EXPIRES: May 04, 2021

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

WINDHAM, ALETHEA 7470 NW 38 COURT LAUDERHILL, FL 33319

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7470 NW 38 CT LAUDERHILL, FL 33319-4941 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

* Estimated Amount due if paid by August 31, 2023\$25,221.93

Or

* Estimated Amount due if paid by September 19, 2023\$25,521.36

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>September 20, 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

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: August 1st, 2023 PROPERTY ID # 494122-15-0930 (TD # 49979)

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STEPHENS, VINCENT EST 7470 NW 38TH CT LAUDERHILL, FL 33319-4941

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

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JOSHIRA STEPHENS MARC E. ROSENTHAL, ESQ. ROSENBERG CUMMINGS & EDWARDS PLLC 802 NE 20TH AVENUE FORT LAUDERDALE, FL 33304

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ALETHEA WINDHAM 6739 SIENNA CLUB DR LAUDERHILL, FL 33319-7329

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CIVIL JUSTICE ADVOCATES PL 3601 W COMMERCIAL BLVD STE 18 FORT LAUDERDALE, FL 33309-3320

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EQUINOX REALTY HOLDINGS LLC AS TRUSTEE OF THE BOULEVARD WEST FLORIDA LAND TRUST LLC DATED APRIL 6, 2023 C/O WILLIAM SOLANO ESQ 1446 POLK ST HOLLYWOOD, FL 33020-5245

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JOHNNY A GASPARD PLLC 6625 MIAMI LAKES DR E STE 231 MIAMI LAKES, FL 33014-2768

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JOSHIRA STEPHENS 19009 E LAKE DR. HIALEAH, FL 33015

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LACHANDA MCCALL C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708

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MARC E ROSENTHAL ESQ ROSENBERG & CUMMINGS PLLC 802 NE 20TH AVE FORT LAUDERDALE, FL 33304-3036

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MV REALTY PBC LLC 401 E ATLANTIC AVE STE 201 DELRAY BEACH, FL 33483-4536

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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

TATOSHA STEPHENS C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708

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THE LAW OFFICE OF LINDSAY L CHASE PLLC 505 SW 13TH ST FORT LAUDERDALE, FL 33315-1420

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WILLIAM J SOLANO ESQ 1027 S 21ST AVE HOLLYWOOD, FL 33020-6934

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*THOMPSON, CLINTON & THOMPSON, LOUISE I 7481 NW 37TH CT LAUDERHILL, FL 33319-4936

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BROWARD COUNTY CLERK OF THE CIRCUIT COURT 201 SE 6TH ST # 18150 FORT LAUDERDALE, FL 33301-3303

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*DELVA, MARIE ELISE 7450 NW 38TH CT LAUDERHILL, FL 33319-4941

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*MAYNARD, GLYN H 7471 NW 37TH CT LAUDERHILL, FL 33319-4936

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*WILLIAMS, LAVINE 7480 NW 38TH CT LAUDERHILL, FL 33319-4941

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SHONTORRIA STEPHENS SHACARRI STEPHENS JADA STEPHENS TORREY STEPHENS, JR. 3995 COCOPLUM CIRCLE COCONUT CREEK, FL 33063

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TATOSHA NICOLE STEPHENS, PERSONAL REPRESENTATIVE OF THE ESTATE OF VINCENT JEROME STEPHENS, DECEASED 8171 SOLANO AVE., APT 106 HOLLYWOOD, FL 33024

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VINCENT STEPHENS, JR. 1070 NW 196TH TERRACE MIAMI, FL 33169

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JESUS E CUZA HOLLAND & KNIGHT LLP 701 BRICKELL AVE STE 3000 MIAMI, FL 33131-2847

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7470 NW 38 CT LAUDERHILL, FL 33319-4941 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

* Estimated Amount due if paid by August 31, 2023\$25,221.93

Or

* Estimated Amount due if paid by September 19, 2023\$25,521.36

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>September 20, 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

EQUINOX REALTY HOLDINGS, LLC, AS TRUSTEE OF THE BOULEVARD WEST FLORIDA LAND TRUST, LLC, DATED APRIL 16, 2023 1322 MADISON ST HOLLYWOOD, FL 33019

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 7470 NW 38 CT LAUDERHILL, FL 33319-4941 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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WARNING

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

EARL LAWRENCE, REGISTERED AGENT O/B/O EQUINOX REALTY HOLDINGS, LLC 1027 S 21 AVE HOLLYWOOD, FL 33020

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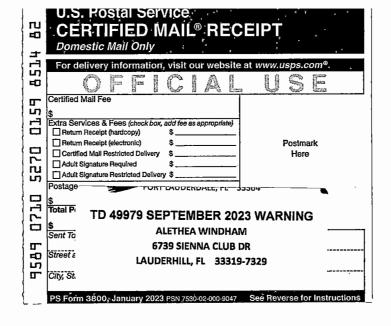
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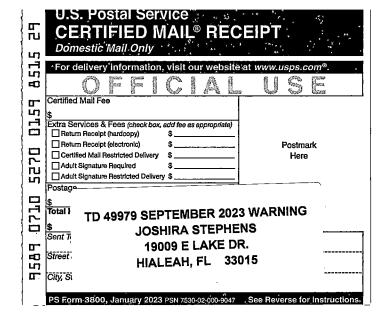
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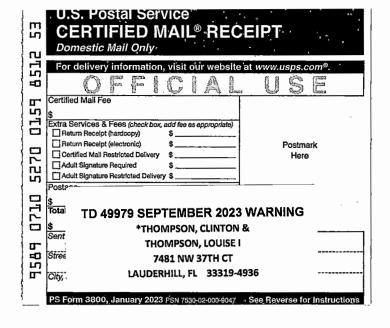
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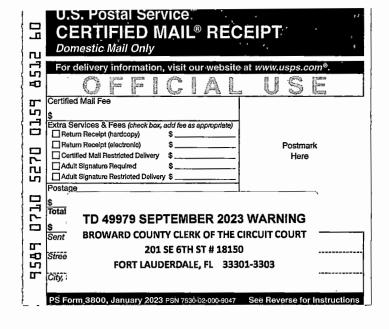
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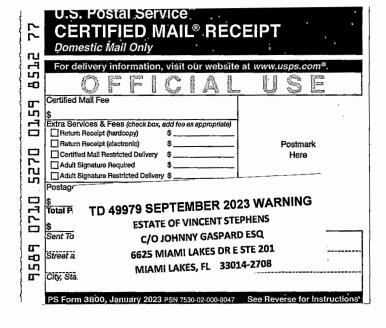
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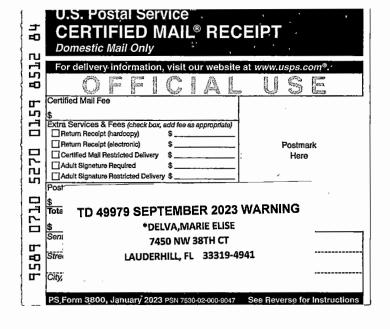
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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X Agent B. Received by (Printed Name) C. Date of Delivery
I. Article Addressed to: TD 49979 SEPTEMBER 2023 WARNING ESTATE OF VINCENT STEPHENS C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708	D. Is delivery address different from item 1? If YES, enter delivery address below: No
9590 9402 7201 1284 6333 15 2. Article Number (Transfer from service Jahol) 9589 0710 5270 0159 8512	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail Restricted Delivery □ Certified Mail® □ Signature Confirmation □ Collect on Delivery □ Signature Confirmation □ Collect on Delivery □ Signature Confirmation □ Collect on Delivery □ Signature Confirmation □ Collect an Delivery □ Signature Confirmation □ Collect an Delivery □ Signature Confirmation □ Collect and Delivery □ Signature Confirmation □ Collect and Delivery □ Signature Confirmation □ Signature Soulo □ Signature Soulo
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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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. Article Addressed to: TD 49979 SEPTEMBER 2023 WARNING MARC E ROSENTHAL ESQ ROSENBERG & CUMMINGS PLLC 802 NE 20TH AVE FORT LAUDERDALE, FL 33304-3036 	A. Signature X Genetic Agent Addressee B. Beceived by (Printed-Name) D. Is delivery address different from item 1? If YES, enter delivery address below: No
FORT LAUDERONES; 9590 9402 7201 1284 6333 91 2. Article Number. (Transfer from service label) 9589. 0710 5270 0159 8515	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail Restricted □ Certified Mail® □ Signature Confirmation™ □ Collect on Delivery □ Signature Confirmation □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Adult Signature Confirmation □ Signature Confirmation □ Collect on Delivery Restricted Delivery □ Signature Confirmation □ Adult Signature Confirmation □ Signature Confirmation □ Adult Signature Confirmatio
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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TD 49979 SEPTEMBER 2023 WARNING JOSHIRA STEPHENS MARC E. ROSENTHAL, ESQ. ROSENBERG CUMMINGS & EDWARDS PLLC 802 NE 20TH AVENUE FORT LAUDERDALE, FL 33304	
9590 9402 7201 1284 6334 69	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail™ □ Certified Mail® □ Delivery □ Certified Mail Restricted Delivery □ Signature Confirmation □ Collect on Delivery Restricted Delivery □ Signature Confirmation
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75 Form 38111, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

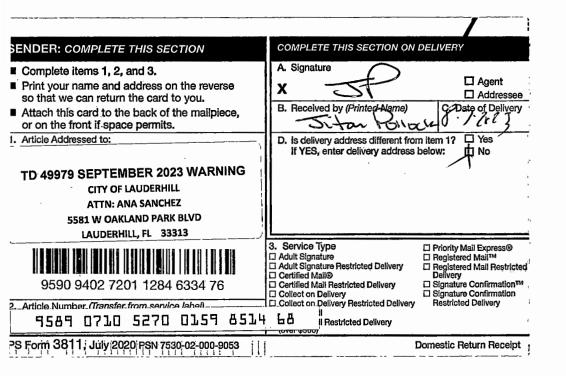
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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: TD 49979 SEPTEMBER 2023 WARNING *DELVA, MARIE ELISE 7450 NW 38TH CT LAUDERHILL, FL 33319-4941 	A. Signature X A. A. Signature B. Received by (<i>Printed Name</i>) M. A. Y. (L. D. L. (.) D. is delivery address different from If YES, enter delivery address	
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1. Article Addressed to: TD 49979 SEPTEMBER 2023 WARNING EARL LAWRENCE, REGISTERED AGENT O/B/O EQUINOX REALTY HOLDINGS, LLC 1027 S 21 AVE	D. Is delivery address different from ite If YES, enter delivery address belo	m 1? □ Yes w: □ No
HOLLYWOOD, FL 33020 9590 9402 7201 1284 6332 23 2. Article Number (Transfer from service label)	Adult Signature Adult Signature Restricted Delivery Certified Mail® Contined Mail® Collect on Delivery Collect on Delivery Adult Signature Restricted Delivery Collect on Delivery Adult Signature	Priority Mail Express® Registered Mail™ Registered Mail Restricted Jelivery Signature Confirmation™ Signature Confirmation Restricted Delivery
28 Form 3811, July 2020 FSN 7530-02-000-9053	Dom	estic Return Receipt

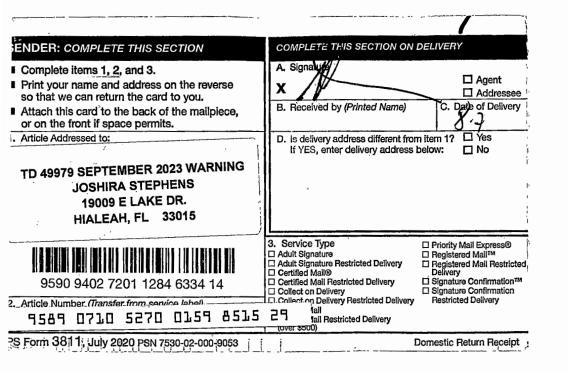
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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: TD 49979 SEPTEMBER 2023 WARNING BROWARD COUNTY CLERK OF THE CIRCUIT COURT 201 SE 6TH ST # 18150 FORT LAUDERDALE, FL 33301-3303 	A. Signature X. J. Battin B. Received by (Printed Name) D. Is delivery address different fro If YES, enter delivery address	
9590 9402 7201 1284 6333 22 2-Article Number (Transfer from service label) 9589 0710 5270 0159 8512	,	A1.5*
25 Form 3811, July 2020 PSN 7530-02-000-9053	[]	Domestic Return Receipt

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ENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
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TD 49979 SEPTEMBER 2023 WARNING WILLIAM J SOLANO ESQ 1027 S 21ST AVE HOLLYWOOD, FL 33020-6934	word a
9590 9402 7201 1284 6333 46	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail™ □ Certified Mail® □ Signature Confirmation™ □ Collect on Delivery □ Signature Confirmation
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PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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TD 49979 SEPTEMBER 2023 WARNING *THOMPSON, CLINTON & THOMPSON, LOUISE I 7481 NW 37TH CT LAUDERHILL, FL 33319-4936	
9590 9402 7201 1284 6333 39	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail ™ □ Certified Mail® □ Delivery □ Certified Mail® □ Signature Confirmation™ □ Collect on Delivery □ Signature Confirmation
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PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt



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I. Article Addressed to:	 D. Is delivery address different from If YES, enter delivery address 	
TD 49979 SEPTEMBER 2023 WARNING LACHANDA MCCALL C/O JOHNNY GASPARD ESQ 6625 MIAMI LAKES DR E STE 201 MIAMI LAKES, FL 33014-2708		:
9590 9402 7201 1284 6334 07	3. Service Type Adult Signature Restricted Delivery Certified Mail® Certified Mail® Certified Mail Restricted Delivery Collect on Delivery Collect on Delivery	Priority Mail Express® Registered Mail TM Registered Mail Restricted Delivery Signature Confirmation TM Signature Confirmation Restricted Delivery
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 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature
I. Article Addressed to:	D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
TD 49979 SEPTEMBER 2023 WARNING EQUINOX REALTY HOLDINGS, LLC, AS TRUSTEE OF THE BOULEVARD WEST FLORIDA LAND TRUST, LLC, DATED APRIL 16, 2023 1322 MADISON ST HOLLYWOOD, FL 33019	
9590 9402 7201 1284 6332 30 2. Article Number (Transfer, from. service. label)	3. Service Type □ Priority Mail Express® □ Adult Signature □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail™ □ Adult Signature Restricted Delivery □ Registered Mail™ □ Certified Mail® □ Signature Confirmation™ □ Collect on Delivery □ Signature Confirmation □ Collect on Delivery Restricted Delivery □ Signature Confirmation
9589 0710 5270 0159 8513	52 Mail Mail Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt