

339 Sixth Ave, Suite 1400 Pittsburgh, PA 15222

Web: www.grantstreet.com E-mail: TitleExpress@grantstreet.com

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

4942 17 AB 0250 321890 204 LAKE POINTE DR #201

OAKLAND PARK 33309

Legal Description

UNIT NO. 201, LAKE POINTE CONDOMINIUM NO. TWO PHASE II ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 9858, PAGE 809, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND AMENDMENTS THERETO.

Other Parcel Info

Certificate #

Assessed Value

Homestead?

Mobile Home?

Bankruptcy?

2021 - 7577

\$115.510

No

No

No

Owner of Record on Current Tax Roll

Billing Name & Address

EMMANUEL MOBLEY

2462 SE TRACY AVE PORT SAINT LUCIE FL 34952

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: 07/07/2023 Search covers 20 years through: 06/22/2023

Alexander Sobera
Title Examiner

General Examiner Comments:

The legal description on Warranty Deed 24107-192 differ from the Property Appraiser records. Property Appraiser includes BLDG 204 as part of the legal description.

APPARENT TITLE HOLDER

Name & Address of Record Document Examiner Comments

EMMANUEL MOBLEY

204 LAKE POINTE DR #201

OAKLAND PARK FL 33309

Warranty Deed

Bk:24107 Pg:192

Related Documents (for Reference)

None found.

MORTGAGE HOLDER

Name & Address of Record	Document	Examiner Comments
WACHOVIA BANK, NATIONAL ASSOCIATION 301 SOUTH COLLEGE STREET, NC 0630 CHARLOTTE NC 28288-0630	Mortgage Bk:40764 Pg:1577	Wachovia Bank, National Association n/k/a Wells Fargo Bank, N.A.
WELLS FARGO BANK, N.A. 420 MONTGOMERY ST. SAN FRANCISCO CA 94163	Sunbiz - Mortgage	
CORPORATION SERVICE COMPANY, REGISTERED AGENT O/B/O WELLS FARGO BANK, N.A. 1201 HAYS STREET TALLAHASSEE FL 32301-2525	Sunbiz - Mortgage	

Related Documents (for Reference)

None found.

LIEN HOLDER

Name & Address of Record	Document	Examiner Comments
LAKE POINTE OWNERS ASSOCIATION, INC. C/O PHOENIX MANAGEMENT SERVICES 4800 N. STATE ROAD 7, SUITE 105 LAUDERDALE LAKES FL 33319	Lien Inst:118804108	
LAKE POINTE OWNERS' ASSOCIATION, INC. STEVEN S. VALANCY, ESQ. VALANCY & REED, P.A. 310 SOUTH EAST 13TH STREET FORT LAUDERDALE FL 33316	Lis Pendens Inst:118901182	

Name & Address of Record

Document

Examiner Comments

FRANK WEINBERG & BLACK, P.L., REGISTERED Sunbiz - COA AGENT O/B/O LAKE POINTE OWNERS' ASSOCIATION, INC. 7805 SW 6TH COURT PLANTATION FL 33324

Related Documents (for Reference)

None found.

OTHER PARTIES

Name & Address of Record

Document

Examiner Comments

None found.

Related Documents (for Reference)

None found.

OTHER DOCUMENTS

Document Type

Property Appraiser



Description

9858/809

Site Address	204 LAKE POINTE DRIVE #201, OAKLAND PARK FL 33309	ID#	4942 17 AB 0250			
		Millage	1712			
Property Owner	MOBLEY, EMMANUEL	Use	04			
Mailing Address	2462 SE TRACY AVE PORT SAINT LUCIE FL 34952					
Abbr Legal	LAKE POINTE CONDOMINIUM NO. TWO UNIT 201 BLDG 204	PHASE II	PER CDO BK/PG:			

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

					Prop	erty Assessm	ent \	/alu	es			
Year	La	and		Buildi Improve		Just /	Mar alue	ket		sessed / OH Value		Tax
2022	\$11	,550		\$103,9	060	\$115	5,510		\$8	30,680		
2021	\$10	,440		\$93,9	50	\$104	4,390)	\$7	73,350		\$2,044.84
2020	\$9,	570		\$86,1	70	\$95	,740		\$6	66,690		\$1,840.37
			20	22 Exemp	tions a	nd Taxable Va	llues	by	Taxing Aut	hority		
				Co	ounty	Scho	ol B	oard	d Mi	unicipal		Independent
Just Valu	е			\$11	5,510		\$115	,510) \$	115,510		\$115,510
Portabilit	у				0			C)	0		0
Assessed	I/SOH			\$8	0,680		\$115	,510)	\$80,680		\$80,680
Homestead				0		(0 0			0		
Add. Homestead		0	0)	0		0				
Wid/Vet/D)is				0	0)	0		0	
Senior					0		0)	0		0
Exempt T	уре				0		0)	0		0
Taxable				\$8	0,680		\$115	5,510 \$80,680 \$8			\$80,680	
		:	Sal	es History	,				L	and Calc	ulatio	ns
Date)	Type		Price	Boo	k/Page or CIN	1		Price	Fa	ctor	Type
10/30/19	995	WD	\$	26,000	:	24107 / 192						
4/24/19	95	CET		\$100		23390 / 42						
10/1/19	81	WD	\$	62,400	,400 10862 / 557							
								_	A 11	<u> </u>		000
										Bldg. S.F.		880
										Beds/Batl t. Year B		1/2/2

	Special Assessments											
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc				
17						OP						
R								·				
1						1						

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

CERTIFICATE OF MAILING NOTICES

Tax Deed #50837

STATE OF FLORIDA **COUNTY OF BROWARD**

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 2nd day of October 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:

WACHOVIA BANK, NATIONAL **ASSOCIATION**

301 S COLLEGE ST, NC 0630 CHARLOTTE, NC 28288-0630 WELLS FARGO BANK, N.A. 420 MONTGOMERY ST.

SAN FRANCISCO, CA 94163

LAKE POINTE OWNERS ASSOCIATION, INC. C/O PHOENIX MGMT SERVICES

4800 N. STATE RD 7, SUITE 105 LAUDERDALE LAKES, FL 33319 LAKE POINTE OWNERS' ASSOC, INC. STEVEN S. VALANCY, ESQ. VALANCY & REED, P.A. 310 SE 13TH ST

CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET

OFFICE 3650 NE 12TH AVE

OAKLAND PARK, FL 33334

EMMANUEL MOBLEY 2462 SE TRACY AVE

PORT SAINT LUCIE, FL 34952

EMMANUEL MOBLEY PO BOX 490902

FT LAUDERDALE, FL 33349

FORT LAUDERDALE, FL 33316 **EMMANUEL MOBLEY**

2255 SE VETERANS MEMORIAL PKWY #7785 PORT ST LUCIE, FL 34985

LAKE POINTE OWNER'S ASSOCIATION, INC. 209 LAKE POINTE DR OAKLAND PARK, FL 33309 WACHOVIA BANK, NATIONAL ASSOCIATION RETAIL CREDIT SERVICING P.O. BOX 50010 ROANOKE, VA 24022

FRANK WEINBERG & BLACK, P.L., REG AGENT O/B/O LAKE POINTE OWNERS' ASSOC, INC. 7805 SW 6TH COURT PLANTATION, FL 33324

CORPORATION SERVICE CO, **REG AGENT O/B/O WELLS** FARGO BANK, N.A. 1201 HAYS STREET TALLAHASSEE, FL 32301-2525

EMMANUEL MOBLEY 204 LAKE POINTE DR #201 OAKLAND PARK, FL 33309

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2nd day of October 2023 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

By	
Deputy Misty Del Hierro	



Broward County, Florida

INSTR # 119026435 Recorded 08/07/23 at 03:00 PM Broward County Commission 1 Page(s) #19

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RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 50837

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:

494217-AB-0250

Certificate Number:

7577

Date of Issuance:

05/25/2021

Certificate Holder:

KINGS RIGHT, LLC FIRST TRUST BANK AGT FBO KINGS RIGHT LLC

Description of Property: LAKE POINTE CONDOMINIUM NO. TWO

UNIT 201 BLDG 204

PHASE II

PER CDO BK/PG: 9858/809

Legal Titleholders:

Name in which assessed: MOBLEY, EMMANUEL

MOBLEY, EMMANUEL 2462 SE TRACY AVE

PORT SAINT LUCIE, FL 34952

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

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

> broward.deedauction.net *Pre-registration is required to bid.

Dated this day of August , 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:

10/12/2023, 10/19/2023, 10/26/2023 & 11/02/2023

Minimum Bid: 8024.01

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 50837

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: 494217-AB-0250

Certificate Number: 7577 Date of Issuance: 05/25/2021

KINGS RIGHT, LLC FIRST TRUST BANK AGT FBO KINGS RIGHT LLC Certificate Holder:

Description of Property: LAKE POINTE CONDOMINIUM NO. TWO

UNIT NO. 201, LAKE POINTE CONDOMINIUM NO. TWO PHASE II ACCORDING TO

809, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND AMENDMENTS THERETO.

UNIT 201 BLDG 204 DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 9858, PAGE PHASE II

PER CDO BK/PG: 9858/809

Name in which assessed: MOBLEY, EMMANUEL Legal Titleholders: MOBLEY, EMMANUEL

2462 SE TRACY AVE

PORT SAINT LUCIE, FL 34952

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

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of November , 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 17th day of August , 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: 10/12/2023, 10/19/2023, 10/26/2023 & 11/02/2023

Minimum Bid: 8456.01

BROWARD

STATE OF FLORIDA COUNTY OF BROWARD:

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

50837 NOTICE OF APPLICATION FOR TAX DEED **CERTIFICATE NUMBER: 7577**

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

10/12/2023 10/19/2023 10/26/2023 11/02/2023

Affiant further says that the newspaper complies with all requirements publication in chapter Statutes.

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

BARBARA JEAN COOPER personally known to me



Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 50837

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: 494217-AB-0250 Certificate Number: 7577 Date of Issuance: 05/25/2021 Certificate Holder::

KINGS RIGHT, LLC FIRST TRUST BANK AGT FBO KINGS RIGHT LLC Description of Property:

LAKE POINTE CONDOMINIUM NO. TWO

UNIT 201 BLDG 204 PHASE1L 3

PER CDO BK/PG: 9858/809

UNIT NO. 201, LAKE POINTE CONDOMINIUM NO. TWO PHASE II ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 9858, PAGE 809, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND AMENDMENTS THERETO.

Name in which assessed: MOBLEY, EMMANUEL

Legal Titleholders: MOBLEY, EMMANUEL

2462 SE TRACY AVE PORT SAINT LUCIE, FL 34952

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

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

broward.deedauction.net *Pre-registration is required to bid. Dated this 17th day of August, 2023. 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: 401-314

8456.01

10/12-19-26 11/2 23-09/0000687245B

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 23036210

Broward County, FL VS Emmanuel Mobley

RETURN OF SERVICE

Court Case # TD 50837

Hearing Date:11/15/2023 Received by CCN 14730

10/05/2023 10:13 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Emmanuel Mobley

204 Lake Pointe Drive #201 Oakland Park FL 33309

Served:

Not Served:

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

Room A-100

Fort Lauderdale FL 33301

Date: 10/05/2023 Time: 12:00 PM

On Emmanuel Mobley 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:

Posted Residential: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

COMMENTS: Knocked - no answer. Posted tax notice on door

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

Bedford, #14730

D.S.

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

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494217-AB-0250 (TD #50837)

WARNING

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

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

NOTE

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

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

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

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Amount due if paid by October 31, 2023\$8,347.17

Or

* Amount due if paid by November 14, 2023\$8,456.01

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

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

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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

MOBLEY, EMMANUEL 204 LAKE POINTE DR #201 OAKLAND PARK, FL 33309

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

RETURN OF SERVICE

RECEIPT NUMBER: 0002396-23

Date: 10/05/2023

PERSON TO BE SERVED:

EMMANUEL MOBLEY 2462 SE TRACY AVE PORT ST LUCIE

PLAINTIFF: KINGS RIGHT, LLC FIRST TRUST BANK AGT FBO KINGS RIGHT LLC

-VS-

DEFENDANT: EMMANUEL MOBLEY

TYPE OF WRIT: NOTICE OF APPLICATION FOR TAX DEED

COURT: CIRCUIT-BROWARD CO

CASE #: 7577

COURT DATE: <u>11/15/2023</u>

COURT TIME: <u>11:00</u>

Received the above-named writ on October 5, 2023, at 13:26, and served the same on October 9, 2023 at 14:05, in ST. LUCIE County, Florida, as follows:

POSTED: Tax Collections, Sales, and Liens

By attaching a true copy of this writ with the date and hour of service endorsed thereon by me together with a copy of the certificate and/or warning, to a conspicuous place on the property described at the legal titleholder's last known address, after the provisions as set-forth in Chapter 48.031 and 197.522-(2) (a), Florida Statutes have been met.

SERVICE COST: 40.00 OAKLEYK, CIVIL CLERK KEN J MASCARA, SHERIFF ST. LUCIE COUNTY, FLORIDA

MAIL TO:

: A MOUNT AS VI

BROWARD COUNTY TAX DEEDS
THE GOVERNMENTAL CENTER ANNEX-TAX DIVISION
115 S ANDREWS AVE
ROOM 114
FORT LAUDERDALE, FL33301

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 494217-AB-0250 (TD # 50837)

WARNING

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

ST. LUCIE COUNTY SHERIFF'S OFFICE ATTN: CIVIL DIVISON 218 S 2ND ST ROOM B215 FT PIERCE, FL 34950

ORIGINAL DOCUMENT

NOTE

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

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

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL 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 October 31, 2023\$8,347.17

* Amount due if paid by November 14, 2023\$8,456.01

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

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

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

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

MOBLEY, EMMANUEL
2462 SE TRACY AVE
PORT SAINT LUCIE, FL 34952

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

RETURN OF SERVICE

RECEIPT NUMBER: 0002395-23

Date: 10/05/2023

PERSON TO BE SERVED:

EMANUEL MOBELY 2462 SE TRACY AVE PORT ST LUCIE

PLAINTIFF: FTB AS COLLATERAL ASSIGNEE FRO SAVVY FL LLC

-VS-

DEFENDANT: EMANUEL MOBELY

TYPE OF WRIT: NOTICE OF APPLICATION FOR TAX DEED

COURT: CIRCUIT-BROWARD CO

CASE #: 7576

COURT DATE: <u>11/15/2023</u>

COURT TIME: <u>11:00</u>

Received the above-named writ on October 5, 2023, at 13:18, and served the same on October 9, 2023 at 14:05, in ST. LUCIE County, Florida, as follows:

POSTED: Tax Collections, Sales, and Liens

By attaching a true copy of this writ with the date and hour of service endorsed thereon by me together with a copy of the certificate and/or warning, to a conspicuous place on the property described at the legal titleholder's last known address, after the provisions as set forth in Chapter 48.031 and 197.522 (2) (a), Florida Statutes have been met.

SERVICE COST: 40.00 OAKLEYK, CIVIL CLERK

MAIL TO:

KEN J MASCARA, SHERIFF ST. LUCIE COUNTY, FLORIDA

NICHOLAS KENT #997

BROWARD COUNTY TAX DEEDS THE GOVERNMENTAL CENTER ANNEX-TAX DIVISION 115 S ANDREWS AVE ROOM 114 FORT LAUDERDALE, FL33301 Return to: (enclose self-addressed stamped envelope)

This instrument Proposed by: Rosemarie Powell Beacon Title Services 6800 W. Commercial Blvd ste 1 LAUDERHILL F1 33319

Property Appraisers Parcel Identification (Folio) Number(s):

9217-AB-025 WE THIS LINE FOR PROCESSING DATA WARKUNTY DEED FROM CORPORATION)

95-486197 T#001 11-04-95 02:49PM

182.00 DOCU. STAMPS-DEED

RECVD. BROWARD CTY B. JACK OSTERHOLT

COUNTY ADMIN.

8K24107FGD192

- BPACE ABOVE THIS LINE FOR RECORDING DATA

Chis Warranty Beed Made and executed the 30 day of October A.D. 1995 Ъν MIDLAND MORTGAGE CORPORATION

a corporation existing under the laws of Michigan , and having its principal place of 1031 W. Morse Blvd. Suite 300, Winter Park, FL 32792 business at bereinafter called the granter, to

EMMANUEL MOBLEY, a single man

whose postoffice address is

204 Lake Pointe Dr #201 Oakland Park Fl 33309

hereinafter called the grantee:

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

Timesseth: That the grantur, for an in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viza

> Unit No. 201 LAKE POINTE CONDOMINIUM NO. TWO PHASE II according to Declaration of Condominium recorded in Official Records Book 9858 Page 809 Public Records of Broward County Florida and amendments thereto

SUBJECT TO: Taxes for the year 1995 and subsequent years which are not yet due and payable

Restrictions Reservations Easements Covenants Limitations Provisions conditions of record and to all zoning ordinances
United all zoning ordinances the tenements, hereditaments and appurtenances thereto belonging or in anywise apportaining,

On Have and to Hold, the same in fee simple forever,

Atto the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(CORPORATE SIAL)

In Witness Whereuf the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Midland Mortgage Corporation

realed and delivered in the presence of:

COUNTY OF Orange

By: Robert C. Zulcosky Executive Vice President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert C. Zulcosky

fresident and respectively of the corporation named as granter in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of October . A.D. 19 de

OFFICIAL SEAL Lingelica Aquina Aponte Commission Expires May 15, 1995 Comm. No. CC 197143

ngelica Notary Public Commission expire State Of Florida

INFELL IN THE OFFICIAL RECORDS BOOK OF BHOWARD COUNTY, SLORIDA COUNTY ACCUMING TRATOR



CFN # 105469837, OR BK 40764 Page 1577, Page 1 of 6, Recorded 10/19/2005 at 09:22 AM, Broward County Commission, Doc M: \$380.45 Int. Tax \$217.40 Deputy Clerk 3090

Prepared By:
CRAIG BARKET
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022
Return To:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

OPEN-END MORTGAGE

THIS MORTGAGE is made this	sday <u>27 </u>	september,	2005	b	etween the Mortgagor,
E	MMANUEL	MOBLEY, A	SINGLE M	AN	<u>-</u>
		<u> </u>	-		
				,	

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of BROWARD, State of Florida:

DEED DATE:10/30/95 RECORDED: 11/04/95 BOOK/INST: 24107 PAGE: 0192
PARCEL/TAX ID #:19217-AB-02500 TWP/BORO:CITY OF OAKLAND PARK

* SEE ATTACHED FOR LEGAL DESCRIPTION *

which has the address of <u>204 LAKE POINTE DR APT 201</u>

OAKLAND PARK FL 33309

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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

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

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

(2/02) FL Mortgage Open-En

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- 2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 4. Hazard Insurance. a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.
- b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
- c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.
- d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.
- e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

421506 (Rev 08) 2 (2/02) FL Mortgage Open-End

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notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

- 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.
- 14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- **15.** Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

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

- 16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.
- 17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which then would be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- **18. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

- 19. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
- 20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.
- 21. Satisfaction. When the baiance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.
- 22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

421506 (Rev D8) 4 (2/02) FL Mortgage Open-End

23. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name. Signed, sealed and delivered in the pre-[SEAL] Witness Signature Borrower EMMANUEL MOBLEY Address 204 LAKE POINTE DR APT 201 OAKLAND PARK FL 33309 [SEAL] Borrower Address (SEAL) Witness Signature Borrower Address [SEAL] Witness Print Name Borrower Address STATE OF FI islandy 2005 (date) by This foregoing instrument was acknowledged before me this? EMMANUEL MOBLEY who is personally known to me or who has produced F1 (type of identification) as identification. **Notary Public**

Notary Public Name (Typed, Printed or Stamped)

R. RAMCHARRAN

COMMISSION # DD 202400

EXPIRES: April 10, 2007

nood Thru Notary Public Unicernaters

CFN # 105469837, OR BK 40764 PG 1582, Page 6 of 6

0523600937---J

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF OAKLAND PARK, IN THE COUNTY OF BROWARD AND STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED IN A DEE D DATED 10/30/1995 AND RECORDED 11/04/1995 IN BOOK 24107, PAGE 0192 AMONG THE L AND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS; UNIT 201, LAKE PCINTE CONDOMINIUM, ACCORDING TO DECLARATION OF CONDOMINIUM IN B OOK 9858, PAGE 809, AND ANY AMENDMENTS THERETO; PARCEL ID NUMBER: 19217-AB-025 00



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

Detail by Entity Name

Designation of Agent WELLS FARGO BANK, N.A.

Filing Information

Document Number Q95000000097 **FEI/EIN Number** 94-1347393 **Date Filed** 07/25/1995

State OC **ACTIVE Status**

Principal Address

420 MONTGOMERY ST. SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST. SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY 1201 HAYS STREET **TALLAHASSEE, FL 32301-2525**

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

09/07/2000 -- Reg. Agent Change View image in PDF format

07/25/1995 -- DOCUMENTS PRIOR TO 1997 View image in PDF format Prepared by and return to: Steven S. Valancy, Esq. Valancy & Reed, P.A. 310 S.E. 13th Street Ft. Lauderdale, FL 33316 Phone: 954-463-1600

CLAIM OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, THAT:

Lake Pointe Owners Association, Inc., a Condominium Association (hereinafter referred to as "ASSOCIATION") of Broward County, Florida, whose address is c/o: Phoenix Management Services, 4800 N. State Road 7, Ste. 105. Lauderdale Lakes, FL. 33319, claims this lien against the following property:

Unit No. 201 LAKE POINTE CONDOMINIUM NO. TWO PHASE II according to Declaration of Condominium recorded in Official Records Book 9858 Page 809 Public Records of Broward County Florida and amendments thereto

- a/k/a (property address): 204 Lake Pointe Drive #201, Oakland Park, FL 33309
- Parcel ID No.: 4942 17 AB 0250
- The owner(s) of said parcel: Emmanuel Mobley

The following sums are due for assessments:

Maintenance assessments accruing as follows: from September through December of 2021 at \$460.59 per month; from January through December of 2022 @ \$562.05 per month; and from January through April of 2023 @ \$523.91 per month; and Special assessment installments of \$182.83 each accruing on the 1st of September and October of 2021 as set forth in detail on ledger provided to owner of record.

PLUS late fees, administrative costs, if any, attorney's fees and costs incurred, and interest (10 % per annum) less all payments received, totaling \$12,854.08, as of the date of this claim of lien and pursuant to, and as provided in the recorded governing documents for the Association. Additionally, this lien secures all future assessments, attorney's fees and costs incurred, late fees and interest. For estoppel information or a payoff figure, please contact Valancy & Reed, P.A.

Signed, sealed and delivered
In presence of
Witness

By:
C. Mark Reed, Attorney and
Authorized Agent for Association

COUNTY OF BROWARD)

My Commission Expires:

Notary Public State of Florida Michael D Reynolds My Commission HH 373915 Expires 5/8/2027 NOTARY PUBLIC/State of Florida at Large Michael D. Reynolds

Instr# 118901182 , Page 1 of 2, Recorded 06/06/2023 at 01:14 PM Broward County Commission

Case Number: COCE-23-045050 Division: 48

Filing # 174661429 E-Filed 06/06/2023 08:33:52 AM

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.

LAKE POINTE OWNERS' ASSOCIATION, INC., a Florida non-profit corporation,

Plaintiff,

v.

EMMANUEL MOBLEY, UNKNOWN TENANT IN POSSESSION and UNKNOWN TENANT IN POSSESSION, fictitious names representing unknown tenants in possession, and any and all unknown parties claiming by, through, under and against the herein named individual defendants who are now known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, grantees, or other claimants,

	lants.

NOTICE OF LIS PENDENS

TO DEFENDANTS: EMMANUEL MOBLEY, UNKNOWN TENANT #1 AS UNKNOWN TENANT IN POSSESSION and UNKNOWN TENANT #2 AS UNKNOWN TENANT IN POSSESSION, AND ALL OTHERS WHOM IT MAY CONCERN

YOU ARE NOTIFIED OF THE FOLLOWING:

- (a) The Plaintiff has instituted this action against you seeking to foreclose a lien, with respect to the property described below.
- (b) The Plaintiff in this action is: LAKE POINTE OWNERS' ASSOCIATION, INC.
- (c) The case number of the action is as shown on the caption.
- (d) The property that is the subject matter of this action is in Broward County, Florida, and is described as follows:

Unit No. 201 LAKE POINTE CONDOMINIUM NO. TWO PHASE II according to Declaration of Condominium recorded in Official Records Book 9858 Page 809 Public Records of Broward County Florida and amendments thereto

a/k/a 204 Lake Pointe Drive #201, Oakland Park, FL 33309 / Parcel ID No.: 4942 17 AB 0250

Dated: 04-00-23

VALANCY & REED, P.A.
Attorneys for Plaintiff
310 South East 13^d Street
Fort Lauderdale, PL 23316
Telephone: (954) 463-1600
E-Mail: service@myflalaw.com,

Ву:_

Steven S. Valancy

Elorida Bar No. 715130



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

Detail by Entity Name

Florida Not For Profit Corporation LAKE POINTE OWNERS' ASSOCIATION, INC.

Filing Information

 Document Number
 756153

 FEI/EIN Number
 59-2091973

 Date Filed
 02/02/1981

State FL

Status ACTIVE

Last Event AMENDMENT
Event Date Filed 09/18/2019
Event Effective Date NONE

Principal Address

209 LAKE POINTE DR. OAKLAND PARK, FL 33309

Changed: 09/04/2012

Mailing Address

C/O PHOENIX MANAGEMENT SERVICES, INC.

4800 N STATE RD SEVEN #105 LAUDERDALE LAKES, FL 33319

Changed: 09/18/2019

Registered Agent Name & Address

Frank Weinberg & Black, P.L.

7805 SW 6th Court Plantation, FL 33324

Name Changed: 01/02/2020

Address Changed: 01/02/2020

Officer/Director Detail
Name & Address

Title PRESIDENT

Lvovsky, Mitchell 209 Lake Pointe Drive Oakland Park, FL 33309

Title SECRETARY

Carroll, Lisa 209 Lake Pointe Drive Oakland Park, FL 33309

Title DIRECTOR

Meidler, Bernardo F. 209 Lake Pointe Drive Oakland Park, FL 33309

Title DIRECTOR

Tenaglia, Jessica 209 Lake Pointe Drive Oakland Park, FL 33309

Title DIRECTOR

Nogare, Marcelo Dalle 209 Lake Pointe Drive Oakland Park, FL 33309

Title Treasurer

Odernide, Moji 209 Lake Pointe Drive Oakland Park, FL 33309

Title Director

Salmon, Sedray 209 Lake Pointe Dr. Oakland Park, FL 33309

Title VP

Brock, David 209 Lake Pointe Drive Oakland Park, FL 33309

Title Director

Goldin, Fernando 209 Lake Pointe Drive Oakland Park, FL 33309

Annual Reports

Report Year	Filed Date
2021	01/19/2021
2022	01/28/2022
2023	04/25/2023

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03/27/2013 ANNUAL REPORT	View image in PDF format
09/04/2012 ANNUAL REPORT	View image in PDF format
03/23/2012 ANNUAL REPORT	View image in PDF format
03/23/2011 REINSTATEMENT	View image in PDF format
07/10/2009 ANNUAL REPORT	View image in PDF format
01/17/2008 ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

WARNING

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

WACHOVIA BANK, NATIONAL ASSOCIATION 301 SOUTH COLLEGE STREET, NC 0630 CHARLOTTE, NC 28288-0630

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 204 LAKE POINTE DR #201 OAKLAND PARK, FL 33309 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

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

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

- * Estimated Amount due if paid by October 31, 2023\$8,347.17
- * Estimated Amount due if paid by November 14, 2023\$8,456.01

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

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

DATE: October 2nd, 2023

PROPERTY ID # 494217-AB-0250 (TD # 50837)

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

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LAKE POINTE OWNERS ASSOCIATION, INC. C/O PHOENIX MANAGEMENT SERVICES 4800 N. STATE ROAD 7, SUITE 105 LAUDERDALE LAKES, FL 33319

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LAKE POINTE OWNERS' ASSOCIATION, INC. STEVEN S. VALANCY, ESQ. VALANCY & REED, P.A. 310 SE 13TH ST FORT LAUDERDALE, FL 33316

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CITY OF OAKLAND PARK ANDREW THOMPSON, BUDGET OFFICE 3650 NE 12TH AVE OAKLAND PARK, FL 33334

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EMMANUEL MOBLEY 2462 SE TRACY AVE PORT SAINT LUCIE, FL 34952

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EMMANUEL MOBLEY
PO BOX 490902
FT LAUDERDALE, FL 33349

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EMMANUEL MOBLEY 2255 SE VETERANS MEMORIAL PKWY #7785 PORT ST LUCIE, FL 34985

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DATE: October 2nd, 2023 PROPERTY ID # 494217-AB-0250 (TD # 50837)

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LAKE POINTE OWNER'S ASSOCIATION, INC 209 LAKE POINTE DR OAKLAND PARK, FL 33309

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WACHOVIA BANK, NATIONAL ASSOCIATION RETAIL CREDIT SERVICING P.O. BOX 50010 ROANOKE, VA 24022

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FRANK WEINBERG & BLACK, P.L., REGISTERED AGENT O/B/O LAKE POINTE OWNERS' ASSOCIATION, INC. 7805 SW 6TH COURT PLANTATION, FL 33324

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

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

EMMANUEL MOBLEY 204 LAKE POINTE DR #201 OAKLAND PARK, FL 33309

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 204 LAKE POINTE DR #201 OAKLAND PARK, FL 33309 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 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 October 31, 2023\$8,347.17
- * Estimated Amount due if paid by November 14, 2023\$8,456.01

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

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

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COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ■ Complete items 1, 2, and 3. Agent ■ Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, or on the front if space permits. I. Article Addressed to: D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No TD 50837 NOVEMBER 2023 WARNING FRANK WEINBERG & BLACK, P.L., REG AGENT O/B/O LAKE POINTE OWNERS' ASSOC, INC. 7805 SW 6TH COURT PLANTATION, FL 33324 3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Adult Signature ☐ Registered Mail Restricted ☐ Delivery ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Signature Confirmation™ 9590 9402 8252 3094 3058 34 Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Signature Confirmation ☐ Collect on Delivery Restricted Delivery Restricted Delivery 2. Article Number (Transfer from service label). 9589 0700 5270 0584 3184 41 11 all Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053

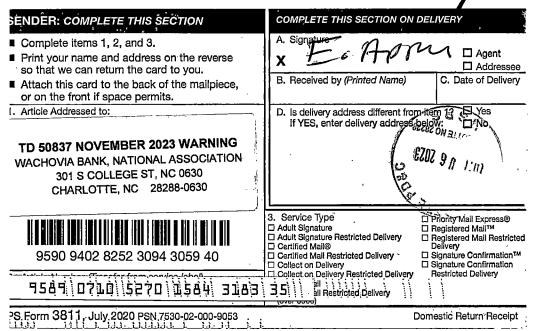
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