

# TitleExpress®

A service of Grant Street Group

339 Sixth Ave, Suite 1400  
Pittsburgh, PA 15222

TDA# 51609

Web: [www.grantstreet.com](http://www.grantstreet.com)

E-mail: [TitleExpress@grantstreet.com](mailto:TitleExpress@grantstreet.com)

Phone: (412) 391-5555

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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:

<b>Parcel ID</b>	<b>Alt. Key</b>	<b>Property Address</b>
4942 17 AK 0390	322168	215 LAKE POINTE DR #111 OAKLAND PARK 33309

### Legal Description

UNIT NO. 111, BUILDING NO. 215, PHASE II, OF LAKE POINTE CONDOMINIUM NO. EIGHT, PHASE I, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 13358, AT PAGE 236, AS AMENDED OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION.

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## Other Parcel Info

<b>Certificate #</b>	<b>Assessed Value</b>	<b>Homestead?</b>	<b>Mobile Home?</b>	<b>Bankruptcy?</b>
2021 - 7595	\$135,660	No	No	No

**Owner of Record on Current Tax Roll**  
MONIQUE MORGAN

### Billing Name & Address

520 NW 165 ST RD STE 112  
MIAMI FL 33169-6303

# PROPERTY INFORMATION REPORT

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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:**12/20/2023      **Search covers**    **20 years**      **through:**11/28/2023

*James Bennett*  
Title Examiner

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**General Examiner Comments:**

**APPARENT TITLE HOLDER****Name & Address of Record**

MONIQUE MORGAN  
3530 MYSTIC POINTE DRIVE APT. 904  
AVENTURA FL 33180

**Document**

Warranty Deed  
Bk:33195 Pg:658

**Examiner Comments****Related Documents (for Reference)**

None found.

**MORTGAGE HOLDER****Name & Address of Record**

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE RELATING TO J.P. MORGAN  
MORTGAGE ACQUISITION CORP. 2005-FRE1  
ASSET BACKED PASSED-THROUGH  
CERTIFICATES, SERIES 2005-FRE1  
4828 LOOP CENTRAL DRIVE  
HOUSTON TX 77081-2226

**Document**

Assignment of  
Mortgage  
Bk:45378 Pg:558

**Examiner Comments**

U.S. BANK NATIONAL ASSOCIATION  
11127 MCMULLEN ROAD  
RIVERVIEW FL 33579

Sunbiz Mortgage

C T CORPORATION SYSTEM, REGISTERED  
AGENT  
O/B/O U.S. BANK NATIONAL ASSOCIATION  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION FL 33324

Sunbiz Mortgage

**Related Documents (for Reference)**

Mortgage  
Bk:40106 Pg:1928

**LIEN HOLDER****Name & Address of Record**

None found.

**Document****Examiner Comments**

**Related Documents (for Reference)**

None found.

**OTHER PARTIES**

<b>Name &amp; Address of Record</b>	<b>Document</b>	<b>Examiner Comments</b>
LAKE POINTE OWNERS' ASSOCIATION, INC. C/O PHOENIX MANAGEMENT SERVICES, INC. 4800 N STATE RD SEVEN #105 LAUDERDALE LAKES FL 33319	Sunbiz COA	
FRANK WEINBERG & BLACK, P.L., REGISTERED AGENT O/B/O LAKE POINTE OWNERS' ASSOCIATION, INC. 7805 SW 6TH COURT PLANTATION FL 33324	Sunbiz COA	

**Related Documents (for Reference)**

None found.

**OTHER DOCUMENTS****Document Type**

Property Appraiser



<b>Site Address</b>	<b>215 LAKE POINTE DRIVE #111, OAKLAND PARK FL 33309</b>	<b>ID #</b>	4942 17 AK 0390
<b>Property Owner</b>	MORGAN, MONIQUE	<b>Millage</b>	1712
<b>Mailing Address</b>	520 NW 165 ST RD STE 112 MIAMI FL 33169-6303	<b>Use</b>	04
<b>Abbr Legal Description</b>	LAKE POINTE CONDOMINIUM NO. EIGHT UNIT 111 BLDG 215 PHASE II PER AMCDO BK/PG: 13676/761		

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)**.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	\$13,570	\$122,090	\$135,660	\$87,540	
2022	\$11,680	\$105,140	\$116,820	\$79,590	\$2,239.02
2021	\$10,560	\$95,020	\$105,580	\$72,360	\$2,038.54

2023 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$135,660	\$135,660	\$135,660	\$135,660
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b>	\$87,540	\$135,660	\$87,540	\$87,540
<b>Homestead</b>	0	0	0	0
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$87,540	\$135,660	\$87,540	\$87,540

Sales History			
Date	Type	Price	Book/Page or CIN
5/15/2002	WD	\$63,000	33195 / 658
9/18/2001	DRR	\$100	32397 / 486
9/18/2001	QCD	\$19,000	32126 / 982
8/28/1996	SWD	\$24,000	25439 / 391
10/7/1992	WD*	\$2,636,800	19977 / 260

\* Denotes Multi-Parcel Sale (See Deed)

Land Calculations		
Price	Factor	Type
<b>Adj. Bldg. S.F.</b>		890
<b>Units/Beds/Baths</b>		1/2/2
<b>Eff./Act. Year Built: 1987/1986</b>		

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 #51609**

**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 April 2024, 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:

U.S. BANK NATIONAL  
ASSOCIATION  
11127 MCMULLEN ROAD  
RIVERVIEW, FL 33579

U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE  
RELATING TO J.P. MORGAN  
MORTGAGE ACQUISITION  
CORP. 2005-FRE1 ASSET  
BACKED PASSED-THROUGH  
CERTIFICATES, SERIES 2005-  
FRE1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226

CITY OF TAMARAC  
C/O FINANCIAL SERVICES  
7525 NW 88TH AVE  
TAMARAC, FL 33321-2401

FREMONT INVESTMENT &  
LOAN  
2727 EAST IMPERIAL HWY  
BREA, CA 92821

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

LAKE POINTE OWNERS  
ASSOCIATION, INC  
209 LAKE POINTE DR  
OAKLAND PARK, FL 33309

MONIQUE MORGAN  
520 NW 165TH STREET RD STE  
112  
MIAMI, FL 33169-6303

MONIQUE MORGAN  
520 NW 165TH ST STE 112  
MIAMI, FL 33169-6303

MONIQUE MORGAN  
215 LAKE POINT DR #111  
OAKLAND PARK, FL 33309

MONIQUE MORGAN  
1431 NW 42ND ST  
MIAMI, FL 33142

MONIQUE MORGAN  
14051 SW 54TH ST  
MIRAMAR, FL 33027

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

C T CORPORATION SYSTEM,  
REGISTERED AGENT  
O/B/O U.S. BANK NATIONAL  
ASSOCIATION  
1200 SOUTH PINE ISLAND  
ROAD  
PLANTATION, FL 33324

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

LAKE POINTE OWNERS'  
ASSOCIATION, INC.  
C/O PHOENIX MANAGEMENT  
SERVICES, INC.  
4800 N STATE RD SEVEN #105  
LAUDERDALE LAKES, FL  
33319

MONIQUE MORGAN  
3530 MYSTIC POINTE DRIVE  
APT. 904  
AVENTURA, FL 33180

**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 April 2024 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**

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# Broward County, Florida

**INSTR # 119375509**  
Recorded 02/06/24 at 10:55 AM  
Broward County Commission  
1 Page(s)  
#16

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

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 51609

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-AK-0390  
Certificate Number: 7595  
Date of Issuance: 05/25/2021  
Certificate Holder: MUNICIPAL POINT CAPITAL LP  
Description of Property: LAKE POINTE CONDOMINIUM NO.  
EIGHT UNIT 111 BLDG 215  
PHASE II  
PER AMCDO BK/PG: 13676/761

Name in which assessed: MORGAN, MONIQUE  
Legal Titleholders: MORGAN, MONIQUE  
520 NW 165 ST RD STE 112  
MIAMI, FL 33169-6303

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 May, 2024. 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 February, 2024.

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: browardcountylegalnotices.com  
Publish the Weeks of: 04/11/2024, 04/18/2024, 04/25/2024 & 05/02/2024  
Minimum Bid: 11291.83

# Broward County, Florida

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

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 51609

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-AK-0390

Certificate Number: 7595

Date of Issuance: 05/25/2021

Certificate Holder: MUNICIPAL POINT CAPITAL LP

Description of Property: LAKE POINTE CONDOMINIUM NO.

EIGHT UNIT 111 BLDG 215

PHASE II

PER AMCDO BK/PG: 13676/761

UNIT NO. 111, BUILDING NO. 215, PHASE II, OF LAKE POINTE CONDOMINIUM NO. EIGHT, PHASE I, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 13358, AT PAGE 236, AS AMENDED OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION.

Name in which assessed: MORGAN, MONIQUE

Legal Titleholders: MORGAN, MONIQUE

520 NW 165 ST RD STE 112

MIAMI, FL 33169-6303

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

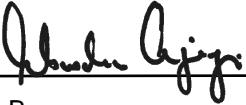
Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of May, 2024. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

[broward.deedauktion.net](http://broward.deedauktion.net)

*\*Pre-registration is required to bid.*

Dated this 7th day of February, 2024.

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: [browardcountylegalnotices.com](http://browardcountylegalnotices.com)

Publish the Weeks of: 04/11/2024, 04/18/2024, 04/25/2024 & 05/02/2024

Minimum Bid: 11653.83



# Notice of Application for Tax Deed Legal Notice

04/11/2024 9:43 AM (EDT)



**Please choose a category** Notice of Application for Tax Deed

**Title** BROWARD COUNTY, FLORIDA RECORDS, TAXES & TREASURY DIVISION  
NOTICE OF APPLICATION FOR MAY 15, 2024, TAX DEED AUCTION

**Publish Date** 04/11/2024

**Publish Time** 9:37 AM (EDT)

**Description** STATUTORY ADVERTISEMENT OF THE NOTICE OF APPLICATION FOR TAX DEED NUMBERS: 51243, 51313, 51351, 51562, 51564, 51568, 51577, 51578, 51579, 51582, 51589, 51602, 51609, 51610, 51618, 51624, 51629, 51640, 51647, 51653, 51682, 51683, 51706, 51709, 51716, 51718, 51731, 51736, 51741, 51742, 51747, 51748, 51752, 51760, 51764, 51767, 51769, 51771, 51779.  
TAX DEED AUCTION SCHEDULED MAY 15, 2024  
PUBLISH THE WEEKS OF 04/11/2024, 04/18/2024, 04/25/2024, 05/02/2024 at <https://browardcountylegalnotices.com>

**Attach Files (Optional)**



ADS MAY 15, 2024 TAX DEED AUCTION.pdf

**Submitted by (Email Address)** Cvilleda@broward.org

**Signature**

A handwritten signature in black ink, appearing to read "Cvilleda".

**BROWARD COUNTY SHERIFF'S OFFICE**

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 24012289

Broward County, FL VS Monique Morgan

**RETURN OF SERVICE**



Court Case # TD 51609

Hearing Date:05/15/2024

Received by CCN 14730

04/04/2024 8:47 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: **Monique Morgan 315 Lake Pointe Drive #111 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: 04/04/2024 Time: 12:30 PM

On Monique Morgan 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:** Posted Tax Notice on door

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at [www.sheriff.org](http://www.sheriff.org) and clicking on the icon "Service Inquiry"

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

By: *C. Bedford*

D.S.

C. Bedford, #14730

RECEIPT INFORMATION

Receipt #	
Check #	
Service Fee	\$0.00
On Account	\$0.00
Quantity	
Original	1
Services	1

EXECUTION COSTS

DEMAND/LEVY INFORMATION

Judgment Date	n/a
Judgment Amount	\$0.00
Current Interest Rate	0.00%
Interest Amount	\$0.00
Liquidation Fee	\$0.00
Sheriff's Fees	\$0.00
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-AK-0390 (TD #51609)

RECEIVED SHERIFF  
2024 APR -3 AM 7:42  
BROWARD COUNTY, FLORIDA

# 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 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 April 30, 2024 .....\$8,904.78

Or

\* Amount due if paid by May 14, 2024 .....\$9,013.30

\*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 May 15, 2024 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

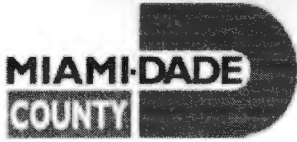
FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

**PLEASE SERVE THIS ADDRESS OR LOCATION**

MORGAN, MONIQUE  
215 LAKE POINTE DR #111  
OAKLAND PARK, FL 33309

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



# Miami-Dade Police Department

## Court Services Section

Stephanie V. Daniels  
Director



BROWARD COUNTY, FLORIDA RECORDS, TAXES & TREASURY DIVISION/ TAX DEED SECTION vs. MONIQUE MORGAN

Case Number  
7595


### RETURN OF SERVICE

TAX NOTICE

4/10/24 11:35 am	Served - Posted Tax Notice	SERVED	MONIQUE MORGAN
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04/08/2024 Came this day into hand of the Sheriff

04/10/2024 11:35 AM - SERVED THE TAX NOTICE UPON MONIQUE MORGAN BY POSTING A COPY AT 520 NW 165 ST RD, STE 112, MIAMI, FL 33169-6303 PER FLA. STAT. 197.522(2)(A). SERVICE AFFECTED BY: CSS1 EVELYN MARTINEZ #8920, DEPUTY SHERIFF OF MIAMI-DADE COUNTY, FL.

  
EVELYN MARTINEZ, CSS1, #8920

BROWARD COUNTY TAX COLLECTOR TAXES & TREASURY DIV  
115 S. ANDREWS AVENUE  
ROOM A-100  
FORT LAUDERDALE, FL 33301-1895

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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

MIAMI-DADE POLICE DEPT  
COURT SERVICES BUREAU  
ATTN: TERESA HARRIS,  
OVERTOWN TRANSIT VILLAGE SOUTH  
601 NW 1 COURT, 9TH FLOOR  
MIAMI FL 33136

**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. 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.

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Or

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON May 15, 2024 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](http://www.broward.org/recordstaxestreasury)

**PLEASE SERVE THIS ADDRESS OR LOCATION**

MORGAN, MONIQUE  
520 NW 165 ST RD STE 112  
MIAMI, FL 33169-6303

**NOTE: THIS IS NOT THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION  
THIS IS THE ADDRESS OF THE OWNER!**

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**Broward County, Florida**

**INSTR # 119375509**  
Recorded 02/08/24 at 10:55 AM  
Broward County Commission  
1 Page(s)  
#18

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

**NOTICE OF APPLICATION FOR TAX DEED NUMBER 51609**

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-AK-0390  
Certificate Number: 7595  
Date of Issuance: 05/25/2021  
Certificate Holder: MUNICIPAL POINT CAPITAL LP  
Description of Property: LAKE POINTE CONDOMINIUM NO. EIGHT UNIT 111 BLDG 215 PHASE II  
PER AMCDO BK/PG: 13676/761

**SERVED**  
DATE 4/10/24  
TIME 11:35AM  
BY [Signature]  
BADGE # 8470  
MIAMI-DADE POLICE DEPARTMENT  
OFFICE OF THE METROPOLITAN SHERIFF  
COURT SERVICES BUREAU  
MIAMI-DADE COUNTY, FLORIDA

Name in which assessed: MORGAN, MONIQUE  
Legal Titleholders: MORGAN, MONIQUE  
520 NW 165 ST RD STE 112  
MIAMI, FL 33169-6303

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 May, 2024. 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.deeduction.net  
\*Pre-registration is required to bid.

Dated this 1st day of February, 2024.

Monica Cepero  
County Administrator  
RECORDS, TAXES, AND TREASURY DIVISION

[Signature]

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: browardcountylegalnotices.com  
Publish the Weeks of: 04/11/2024, 04/18/2024, 04/25/2024 & 05/02/2024  
Minimum Bid: 11291.83



1

This Instrument Prepared by and Return to:

**TOUSHA ROBERTS**  
TITLE CITY, INC.  
700 N.E. 90TH STREET  
MIAMI, FLORIDA 33138

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #:

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED**, made the **15th** day of **May**, A.D. **2002** by **SUPERIOR MORTGAGE OF SOUTH FLORIDA, INC., A Florida Corporation** herein called the grantor, to **MONIQUE MORGAN, a single woman** whose post office address is **3530 MYSTIC POINTE DRIVE APT. 904, AVENTURA, FL 33180**, hereinafter called the Grantee:

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

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

**UNIT NO. 111, BUILDING NO. 215, PHASE II, OF LAKE POINTE CONDOMINIUM NO. EIGHT, PHASE I, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 13358, AT PAGE 236, AS AMENDED OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION.**

**SUBJECT TO: TAXES FOR THE YEAR 2002 AND SUBSEQUENT YEARS, TOGETHER WITH ALL CONDITIONS, RESTRICTIONS, RESERVATIONS, DEDICATIONS, LIMITATIONS AND EASEMENTS OF RECORD, IF ANY, AND APPLICABLE ZONING ORDINANCES AND REGULATIONS.**

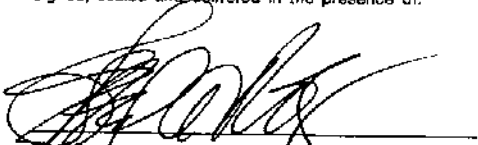
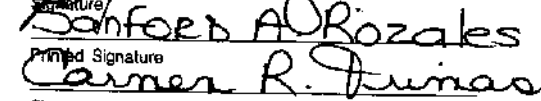
**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

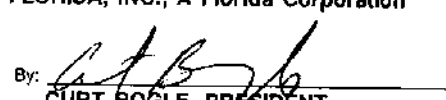
**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the grantor hereby covenants with said grantee that the grantor is/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered in the presence of:

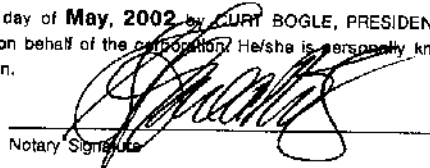
  
Signature  
**Sanford A. Rozales**  
Printed Signature  
  
Signature  
**Carmen R. Trimas**  
Printed Signature

**SUPERIOR MORTGAGE OF SOUTH FLORIDA, INC., A Florida Corporation**  
By:   
Signature  
**CURT BOGLE, PRESIDENT**  
16764 NW 67 Avenue  
Miami, Florida 33015

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this **15th** day of **May, 2002** by **CURT BOGLE, PRESIDENT** of **SUPERIOR MORTGAGE OF SOUTH FLORIDA, INC., A Florida Corporation** on behalf of the corporation. He/she is personally known to me or has produced **A VALID DRIVERS LICENSE** as identification.

**SEAL**

  
Notary Signature

Printed Notary Signature **Sanford A. Rozales**  
My Commission Expires:  **DD100788**  
Expires June 18, 2006

1



# ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S. §695.26

FOR VALUE RECEIVED, on or before April 08, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR FREMONT INVESTMENT & LOAN, ("Assignor") assigned, transferred and conveyed to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE RELATING TO J.P. MORGAN MORTGAGE ACQUISITION CORP. 2005-FRE1 ASSET BACKED PASSED-THROUGH CERTIFICATES, SERIES 2005-FRE1, ("Assignee") whose address is 4828 Loop Central Drive, , Houston, TX 77081-2226, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated July 18, 2005 and recorded July 20, 2005 in Official Records Book 40106 at Page 1928 of the public records of BROWARD County, Florida, encumbering the following-described real property:

**UNIT NO. 111, BUILDING NO. 215, PHASE II, OF LAKE POINTE CONDOMINIUM NO. EIGHT, PHASE I, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 13358, AT PAGE 236, AS AMENDED OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION.**

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

MORTGAGOR(S): MONIQUE MORGAN

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on April 21, 2008.

Signed, sealed and delivered in the presence of:

Sandra Benavides  
Witness  
Typed Name: SANDRA BENAVIDES

Jana Dena  
Witness

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR FREMONT INVESTMENT & LOAN

By: [Signature]  
Typed Name: Monique Morgan  
Title: Vice President

FILE\_NUMBER: F08028550

DOC\_ID: M001100

**\*F08028550\***

**\*M001100\***

2



Typed Name Laura Herrera

Attest: *Denise Bailey*

Typed Name: Denise Bailey  
Title: Vice President

STATE OF TEXAS  
COUNTY OF Harris

(Affix Corporate Seal)

BEFORE ME, the undersigned, personally appeared Marti Noriega  
and Denise Bailey as Vice President and Vice President  
respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they  
executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of  
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR FREMONT**  
**INVESTMENT & LOAN** this 27<sup>th</sup> day of April, 2008.

*Patty Kain*  
Notary Public  
My commission expires: 11/30/2011



Recording requested by, prepared by and return to:  
Dee Holtz  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
F08028550-LITTON LOAN SERVICING, LP- 18040022

FILE\_NUMBER: F08028550

DOC\_ID: M001100

**\*F08028550\***

**\*M001100\***



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Designation of Agent

U.S. BANK NATIONAL ASSOCIATION

### Filing Information

**Document Number** Q18000000086

**FEI/EIN Number** 31-0841368

**Date Filed** 08/31/2018

**State** US

**Status** ACTIVE

### Principal Address

11127 McMullen Road  
Riverview, FL 33579

Changed: 07/13/2022

### Mailing Address

11127 McMullen Road  
Riverview, FL 33579

Changed: 07/13/2022

### Registered Agent Name & Address

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

### Officer/Director Detail

NONE

### Annual Reports

**No Annual Reports Filed**

### Document Images

[08/31/2018 -- Designation of Agent](#) [View image in PDF format](#)

Return To:  
**FREMONT INVESTMENT & LOAN**  
P.O. BOX 34078  
FULLERTON, CA 92834-34078

This document was prepared by:  
**BARBARA LIGON**

6000166617

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

**MORTGAGE**  
MIN 1001944-6000166617-1

**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated **July 12, 2005** together with all Riders to this document.


(B) "Borrower" is **MONIQUE MORGAN, A SINGLE PERSON**

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is **FREMONT INVESTMENT & LOAN**

**FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS** Form 3010 1/01

 -6A(FL) (0005).01

Page 1 of 18

Initials: MJM

VMP MORTGAGE FORMS (600)621-7291



Lender is a **CORPORATION**  
organized and existing under the laws of **CALIFORNIA**  
Lender's address is

**2727 EAST IMPERIAL HIGHWAY, BREA CA 92821**

(E) "Note" means the promissory note signed by Borrower and dated **July 12, 2005**

The Note states that Borrower owes Lender **One Hundred Twenty-Nine Thousand and**

**No/100** -----

Dollars

(U.S. \$ **129,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than **August 1, 2035**

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

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

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

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

of BROWARD [Name of Recording Jurisdiction];

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 494217AK0390  
215 LAKE POINTE DR 111  
OAKLAND PARK  
("Property Address");

which currently has the address of [Street]  
[City], Florida 33309 [Zip Code]

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

**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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*Donna Hearne*  
Donna Hearne

*Monique H. Morgan* (Seal)  
MONIQUE MORGAN Borrower

*Shereka Atkins*  
Shereka Atkins

(Address)

(Seal)  
Borrower

(Address)

(Seal)  
Borrower

(Seal)  
Borrower

(Address)

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Borrower

(Address)

(Address)

(Seal)  
Borrower

(Seal)  
Borrower

(Address)

(Address)

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2005 by  
Monique Morgan County ss: Broward

who is personally known to me or who has produced FL Drivers License as identification.

  
Notary Public Sherrea Atkins



## **Exhibit A**

**Condominium Unit No. 111, in Building 215, of Lake Pointe Condominium No. Eight, Phase II, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 13358, at Page 236, as amended, of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 4942 17AK0390**

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **12th** day of **July** **2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **FREMONT INVESTMENT & LOAN**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**215 LAKE POINTE DRIVE 111, OAKLAND PARK, FL 33309**

[Property Address]

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

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **8.900** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

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

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

VMP-899R (0402) 1/01  
Page 1 of 5 Initials: **HLM**  
VMP Mortgage Solutions, Inc.  
(800)521-7291



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:  
the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL, most recent Index figure available as of the date:  45 days  \_\_\_\_\_ before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Ninety-Nine Hundredths \_\_\_\_\_ percentage points ( 6.9900 %) to the Current Index. The Note Holder will then round the result of this addition to the  Nearest  Next Highest  Next Lowest One-Eighth ( 0.125 %) . Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**Interest-Only Period**

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

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

**(D) Limits on Interest Rate Changes**

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

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than **10.900** % or less than **8.9000** <sup>subsequent</sup> %.
- (3) My interest rate will never be increased or decreased on any <sup>subsequent</sup> ~~single~~ Change Date by more than **One and One-Half** percentage points ( **1.5000** %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than **14.9000** %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than **8.9000** %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than **10.900** % or less than **8.9000** <sup>subsequent</sup> %. Thereafter, my interest rate will never be increased or decreased on any ~~single~~ Change Date by more than **One and One-Half** percentage points ( **1.5000** %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

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

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

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

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

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

Monique H. Morgan (Seal) \_\_\_\_\_ (Seal)  
MONIQUE MORGAN -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower



### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **12th** day of **July** **2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FREMONT INVESTMENT & LOAN**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**215 LAKE POINTE DRIVE 111, OAKLAND PARK, FL 33309**

[Property Address]

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

**LAKE POINTE CONDO**

[Name of Condominium Project]

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

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

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

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

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

VMP-8R (0411) Form 3140 1/01  
Page 1 of 3 Initials: MM  
VMP Mortgage Solutions, Inc.  
(800)521-7291



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

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

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

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

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

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

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

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

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

Monique H. Morgan (Seal) \_\_\_\_\_ (Seal)  
MONIQUE MORGAN -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower



[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

<b>Document Number</b>	756153
<b>FEI/EIN Number</b>	59-2091973
<b>Date Filed</b>	02/02/1981
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	09/18/2019
<b>Event Effective Date</b>	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**

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

**Document Images**

<a href="#">04/25/2023 -- ANNUAL REPORT</a>	View image in PDF format
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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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

U.S. BANK NATIONAL ASSOCIATION  
11127 MCMULLEN ROAD  
RIVERVIEW, FL 33579

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 215 LAKE POINTE DR #111 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. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

*AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO 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 April 30, 2024 .....\$8,904.78
- Or
- \* Estimated Amount due if paid by May 14, 2024 .....\$9,013.30

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 15, 2024 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

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE RELATING TO J.P. MORGAN MORTGAGE ACQUISITION CORP. 2005-FRE1 ASSET BACKED PASSED-THROUGH CERTIFICATES, SERIES 2005-FRE1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

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CITY OF TAMARAC  
C/O FINANCIAL SERVICES  
7525 NW 88TH AVE  
TAMARAC, FL 33321-2401

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

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FREMONT INVESTMENT & LOAN  
2727 EAST IMPERIAL HWY  
BREA, CA 92821

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

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LAKE POINTE OWNERS ASSOCIATION, INC  
209 LAKE POINTE DR  
OAKLAND PARK, FL 33309

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DATE: April 1st, 2024  
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MONIQUE MORGAN  
520 NW 165TH STREET RD STE 112  
MIAMI, FL 33169-6303

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

- \* Estimated Amount due if paid by April 30, 2024 .....\$8,904.78
- Or
- \* Estimated Amount due if paid by May 14, 2024 .....\$9,013.30

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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

MONIQUE MORGAN  
520 NW 165TH ST STE 112  
MIAMI, FL 33169-6303

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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MONIQUE MORGAN  
215 LAKE POINT DR #111  
OAKLAND PARK, FL 33309

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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MONIQUE MORGAN  
1431 NW 42ND ST  
MIAMI, FL 33142

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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MONIQUE MORGAN  
14051 SW 54TH ST  
MIRAMAR, FL 33027

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

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

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

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C T CORPORATION SYSTEM, REGISTERED AGENT  
O/B/O U.S. BANK NATIONAL ASSOCIATION  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

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

DATE: April 1st, 2024  
PROPERTY ID # 494217-AK-0390 (TD # 51609)

# WARNING

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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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LAKE POINTE OWNERS' ASSOCIATION, INC.  
C/O PHOENIX MANAGEMENT SERVICES, INC.  
4800 N STATE RD SEVEN #105  
LAUDERDALE LAKES, FL 33319

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MONIQUE MORGAN  
3530 MYSTIC POINTE DRIVE APT. 904  
AVENTURA, FL 33180

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9589 0710 5270 0997 1700 28

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**OFFICIAL USE**

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage  
\$  
Total  
\$  
Sent  
\$  
Street  
City, State, ZIP+4

**TD 51609 MAY 2024 WARNING**  
**U.S. BANK NATIONAL ASSOCIATION**  
**11127 MCMULLEN ROAD**  
**RIVERVIEW, FL 33579**

9589 0710 5270 0997 1700 35

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**OFFICIAL USE**

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage

\$

Total

\$

Sent To

Street

City, State, ZIP+4

**TD 51609 MAY 2024 WARNING**

U.S. BANK NATIONAL ASSOC, AS TRUSTEE RELATING TO  
J.P. MORGAN MTGE ACQUISITION CORP. 2005-FRE1 ASSET  
BACKED PASSED-THROUGH CERT, SERIES 2005-FRE1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226



9589 0710 5270 0997 1700 42

**U.S. Postal Service**  
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**OFFICIAL USE**

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark  
Here

Postage

\$ \_\_\_\_\_

Total F

\$ \_\_\_\_\_

Sent To

Street:

City, St

**TD 51609 MAY 2024 WARNING**  
**CITY OF TAMARAC**  
**C/O FINANCIAL SERVICES**  
**7525 NW 88TH AVE**  
**TAMARAC, FL 33321-2401**

9589 0710 5270 0997 1700 59

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\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

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Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

Postage  
\$ \_\_\_\_\_

Total Post \$ \_\_\_\_\_

Sent To \_\_\_\_\_

Street and \_\_\_\_\_

City, State, ZIP+4® \_\_\_\_\_

**TD 51609 MAY 2024 WARNING**  
**FREMONT INVESTMENT & LOAN**  
**2727 EAST IMPERIAL HWY**  
**BREA, CA 92821**

9589 0710 5270 0997 1700 66

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Ac \_\_\_\_\_

Postmark  
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Postage

\$ **TD 51609 MAY 2024 WARNING**

Total **FREMONT INVESTMENT & LOAN**

\$ **P. O. BOX 34078**

Sent **FULLERTON, CA 92834**

Street \_\_\_\_\_

City, State, ZIP+4® \_\_\_\_\_

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0997 1700 73

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Sent

Street

City, State, ZIP

City, State, ZIP

City, State, ZIP

**TD 51609 MAY 2024 WARNING**  
**LAKE POINTE OWNERS ASSOCIATION, INC**  
209 LAKE POINTE DR  
OAKLAND PARK, FL 33309

9589 0710 5270 0997 1700 80

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Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
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Total: **TD 51609 MAY 2024 WARNING**

\$ \_\_\_\_\_

Sent to: **MONIQUE MORGAN**

**520 NW 165TH STREET RD STE 112**

Street: **MIAMI, FL 33169-6303**

City, State, ZIP+4®: \_\_\_\_\_

9589 0710 5270 0997 1700 97

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Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
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**TD 51609 MAY 2024 WARNING**  
MONIQUE MORGAN  
520 NW 165TH ST STE 112  
MIAMI, FL 33169-6303

9589 0710 5270 0997 1701 03

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Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Sent To

Street &

City, State, ZIP+4®

**TD 51609 MAY 2024 WARNING**  
**MONIQUE MORGAN**  
**215 LAKE POINT DR #111**  
**OAKLAND PARK, FL 33309**

9589 0710 5270 0997 1701 10

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**OFFICIAL USE**

Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
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<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Sent

Street

City, FL

**TD 51609 MAY 2024 WARNING**  
**MONIQUE MORGAN**  
**1431 NW 42ND ST**  
**MIAMI, FL 33142**



9589 0710 5270 0997 1701 27

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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City

**TD 51609 MAY 2024 WARNING**

MONIQUE MORGAN  
14051 SW 54TH ST  
MIRAMAR, FL 33027

9589 0710 5270 0997 1701 34

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

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City, State, .

**TD 51609 MAY 2024 WARNING**  
**OCWEN LOAN SERVICING LLC**  
**1661 WORTHINGTON RD STE 100**  
**WEST PALM BEACH, FL 33409**

9589 0710 5270 0997 1701 41

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Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
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Sent To

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City, State, ZIP+4®

**TD 51609 MAY 2024 WARNING**

C T CORPORATION SYSTEM, REG AGENT

O/B/O U.S. BANK NATIONAL ASSOC

1200 S PINE ISLAND ROAD

PLANTATION, FL 33324

9589 0710 5270 0997 1701 58

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
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**OFFICIAL USE**

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted	\$ _____

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Sent To  
Street  
City, State, ZIP+4®

**TD 51609 MAY 2024 WARNING**  
FRANK WEINBERG & BLACK, P.L., REG AGENT O/B/O  
LAKE POINTE OWNERS' ASSOC, INC.  
7805 SW 6TH COURT  
PLANTATION, FL 33324

9589 0710 5270 0997 3701 65

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

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**OFFICIAL USE**

Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
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Postmark  
Here

Postage

\$

Total

\$

Sent

Street

City, State, ZIP+4®

**TD 51609 MAY 2024 WARNING**  
**LAKE POINTE OWNERS' ASSOCIATION, INC.**  
**C/O PHOENIX MGMT SVCS, INC.**  
**4800 N STATE RD SEVEN #105**  
**LAUDERDALE LAKES, FL 33319**

9589 0710 5270 0997 1701 72

U.S. Postal Service

**CERTIFIED MAIL® RECEIPT**

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

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Certified Mail Fee

\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Additional Service \$ \_\_\_\_\_

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Total

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Sent

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Street

\_\_\_\_\_

City, State, ZIP+4®

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**TD 51609 MAY 2024 WARNING**  
**MONIQUE MORGAN**  
**3530 MYSTIC POINTE DRIVE APT. 904**  
**AVENTURA, FL 33180**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 51609 MAY 2024 WARNING  
 MONIQUE MORGAN  
 3530 MYSTIC POINTE DRIVE APT. 904  
 AVENTURA, FL 33180



9590 9402 8488 3186 3937 04

2. Article Number (Transfer from service label)

9589 0710 5270 0997 1701 72

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Front Desk  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
04/05

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®

- Adult Signature  Registered Mail™
- Adult Signature Restricted Delivery  Registered Mail Restrict
- Certified Mail®  Delivery
- Certified Mail Restricted Delivery  Signature Confirmation™
- Collect on Delivery  Signature Confirmation
- Collect on Delivery Restricted Delivery  Restricted Delivery

Mail Restricted Delivery (over \$500)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3:
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 51609 MAY 2024 WARNING**  
 LAKE POINTE OWNERS' ASSOCIATION, INC.  
 C/O PHOENIX MGMT SVCS, INC.  
 4800 N STATE RD SEVEN #105  
 LAUDERDALE LAKES, FL 33319



9590 9402 8488 3186 3937 11

2. Article Number (Transfer from previous label)

9589 0710 5270 0997 1701 65

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  *C. M. H.*  Agent  
 Addressee

B. Received by (Printed Name) *Monette* C. Date of Delivery *4/8/24*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Mail
  - Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 51609 MAY 2024 WARNING  
 OCWEN LOAN SERVICING LLC  
 1661 WORTHINGTON RD STE 100  
 WEST PALM BEACH, FL 33409



9590 9402 8488 3186 3937 42

2. Article Number (Transfer from service label)

1701 34

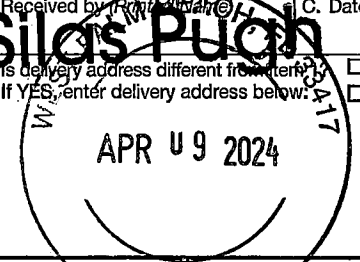
**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Silva Pugh*  Agent  
 Addressee

B. Received by *Silva Pugh* C. Date of Delivery

D. Is delivery address different from entry?  Yes  
 If YES, enter delivery address below:  No



3. Service Type **USPS**  Priority Mail Express®

- Adult Signature  Registered Mail™
- Adult Signature Restricted Delivery  Registered Mail Restricted Delivery
- Certified Mail®  Signature Confirmation™
- Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery
- Collect on Delivery  Signature Confirmation Restricted Delivery
- Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

fail Restricted Delivery (over 300)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 51609 MAY 2024 WARNING**  
CITY OF TAMARAC  
C/O FINANCIAL SERVICES  
7525 NW 88TH AVE  
TAMARAC, FL 33321-2401



9590 9402 8488 3186 3938 34

2. Article Number (Transfer from service label)

9589 0710 5270 0997 1700 42

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Mail Restricted Delivery (J)



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 51609 MAY 2024 WARNING**  
FRANK WEINBERG & BLACK, P.L., REG AGENT O/B/O  
LAKE POINTE OWNERS' ASSOC, INC.  
7805 SW 6TH COURT  
PLANTATION, FL 33324



9590 9402 8488 3186 3937 28

2. Article Number (Transfer from previous label)

9589 0710 5270 0997 1701 58

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *FWB*

Agent

Addressee

B. Received by (Printed Name)

*FWB*

C. Date of Delivery

*041524*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation®
- Signature Confirmation Restricted Delivery

all Restricted Delivery

(Over \$500)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 51609 MAY 2024 WARNING**  
**LAKE POINTE OWNERS ASSOCIATION, INC**  
 209 LAKE POINTE DR  
 OAKLAND PARK, FL 33309



9590 9402 8488 3186 3938 03

2. Article Number (Transfer from service label)

9589 0710 5270 0997 1700 73

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  *Elise Leon*  Agent  
 Addressee

B. Received by (Printed Name) *Elise Leon* C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Mail Restricted Delivery