

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT OF FLORIDA, IN
AND FOR PALM BEACH COUNTY

PROBATE DIVISION

FILE NO.: 502012CP004391XXXXNB IH

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

**SUPPLEMENT TO PETITION FOR INSTRUCTIONS REGARDING SECOND
MORTGAGE AND NOTE, SEEKING ALTERNATIVE RELIEF TO
DISTRIBUTE ANY INTEREST OF ESTATE IN SECOND MORTGAGE AND NOTE
TO TRUSTEE OF SIMON TRUST, SOLE RESIDUARY BENEFICIARY OF ESTATE**

BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN ("Mr. O'Connell" or "Successor Personal Representative"), by and through undersigned counsel, hereby files this Supplement to Petition for Instructions Regarding Second Mortgage and Note, Seeking Alternative Relief to Distribute any Interest of Estate in Second Mortgage and Note to Trustee of Simon Trust, Sole Residuary Beneficiary of Estate, and in support thereof, states as follows:

1. On June 24, 2014, Mr. O'Connell was appointed as the Successor Personal Representative of the Estate of Simon L. Bernstein ("Estate" and "Decedent," respectively).
2. On his date of death, the Decedent held a promissory note payable to the Decedent by the Bernstein Family Realty, LLC, a Florida limited liability company, dated July 1, 2008 in the principal amount of \$365,000.00 (the "Note"). See Note attached hereto as Exhibit "A." The Note is secured by a second mortgage on the real property located at 2753 N.W. 34th Street, Boca

IN RE: Estate of SIMON L. BERNSTEIN
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Second Mortgage and Note, Seeking Alternative
Relief to Distribute any Interest of Estate in
Second Mortgage to Trustee of Sion Trust,
Sole Residual Beneficiary of Estate

Raton, FL 33434 (“Second Mortgage” and “Property,” respectively), which Property is owned by Bernstein Family Realty, LLC.¹ See Second Mortgage attached hereto as Exhibit “B.”

3. Walter E. Sahm and Patricia Sahm hold a purchase money first mortgage on the Property in the principal amount of \$110,000 plus interest and fees. See attached hereto as Composite Exhibit “C” (collectively hereinafter referred to as “First Mortgage”).

4. On March 2, 2018, Walter E. Sahm and Patricia Sahm served a Summons and Complaint for Foreclosure on Bernstein Family Realty, LLC, relating to the Property. See copy of Summons and Complaint for Foreclosure attached hereto as Composite Exhibit “D.”

5. Eliot Ivan Bernstein, his wife, and their three (3) children reside in the Property.

6. Eliot Ivan Bernstein, his wife and their three (3) children currently do not pay rent and have not paid taxes on the Property in years.

7. The property taxes have been paid by Walter E. Sahm and Patricia Sahm due to the aforementioned non-payment. See Petition for Authorization to Pay 2014 Property Taxes from Estate filed herein and attached hereto as Exhibit “E”

8. The Second Mortgage has not been paid.

9. Under the terms of the Note, upon a default in the payment of the Note of principal and/or interest or in the performance of any of the terms of the Second Mortgage, and if the default remains uncured for thirty (30) days after written notice to the Maker, then at the option of the

¹ The Successor Personal Representative has been informed that the Property was purchased in June 2008 for \$360,000 and fully renovated by the Decedent.

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holder, the entire principal sum remaining unpaid, together with any accrued interest, shall become immediately due and payable without further notice.

10. The current value of the Property, per the Palm Beach County Property Appraiser's Office, is \$361,584.00, and \$457,852.00, per Zillow, as of March 6, 2018. See property values attached hereto as Composite Exhibit "F."

11. Litigation regarding the Estate is ongoing.

12. Given the above, Mr. O'Connell requests the Court authorize him to distribute any interest of the Estate in the Second Mortgage and Note to the Trustee of the Simon Trust, who is a sole residuary beneficiary of the Estate.

WHEREFORE, BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN, by and through undersigned counsel, respectfully requests this Court authorize him to distribute any interest of the Estate in the Second Mortgage and Note to the Trustee of the Simon Trust, who is a sole residuary beneficiary of the Estate, and for attorneys' fees and costs pursuant to Fla. Stat. §733.106 and any other relief deemed just and proper by this Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by e-mail service via the Court's e-portal or U.S. Postal Service to Counsel and Parties of record listed on the attached Service List this 8th day of March, 2018.

/s/ Joielle A. Foglietta

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Sole Residual Beneficiary of Estate

BRIAN M. O'CONNELL
Florida Bar No: 308471
ASHLEY CRISPIN ACKAL
Florida Bar No: 37495
JOIELLE A. FOGLIETTA
Florida Bar No. 94238
ZACHARY M. ROTHMAN
Florida Bar No. 117924
CIKLIN LUBITZ & O'CONNELL
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
Telephone: 561-832-5900
Facsimile: 561-833-4209
primary e-mail: service@ciklinlubitz.com
secondary e-mail: probateservice@ciklinlubitz.com

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 Relief to Distribute any Interest of Estate in
 Second Mortgage to Trustee of Sion Trust,
 Sole Residual Beneficiary of Estate

SERVICE LIST

Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, PA. 505 S. Flagler Dr., Suite 600 West Palm Beach, FL 33401 (561) 355-6991 arose@mrachek-law.com mchandler@mrachek-law.com	John P. Morrissey, Esq. 330 Clematis St., Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com	Diana Lewis obo Jacob and Daniel Bernstein. ADR & Mediation Services, LLC 2765 Tecumseh Drive West Palm Beach, FL 33409 (561) 758-3017 dzlewis@aol.com
Peter Feaman, Esq. Peter M. Feaman, P.A. 3695 Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 pfeaman@feamanlaw.com	Shendell & Pollock, P.L. 2700 N. Military Trail, suite 150 Boca Raton, FL 33431 241-2323 Fax: 241-2330 Gary R. Shendell, Esq. gary@shendellpollock.com estella@shendellpollock.com grs@shendellpollock.com Kenneth S. Pollock, Esq. ken@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com Matthew A. Tornincasa, Esq. matt@shendellpollock.com robyne@shendellpollock.com grs@shendellpollock.com	Max Friedstein 2142 Churchill Lane Highland Park, IL 60035
Elliot Bernstein 2753 N.W. 34 th St. Boca Raton, FL 33434 iviewit@iviewit.tv	Pamela Beth Simon 950 N. Michigan Ave., Apt. 2603 Chicago, IL 60611 psimon@stpcorp.com	Lisa Friedstein and Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com Lisa.friedstein@gmail.com
Jill Iantoni and Julia Iantoni, a Minor c/o Guy and Jill Iantoni, her Parents & Natural Guardians 2101 Magnolia Lane Highland Park, IL 60035	Brian M. O'Connell, Esq. Ashley Crispin Ackal, Esq. Ciklin Lubitz & O'Connell 515 N. Flagler Dr., 20 th FL West Palm Beach, FL 33401 service@ciklinlubitz.com	Robert Spallina, Esq. rspallina@comcast.net

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jilliantoni@gmail.com	probateservice@ciklinlubitz.com	
Paul D. Turner, Esq. Christopher T. Perré Perlman, Bajandas, Yevoli & Albright, P.L. 200 South Andrews Avenue, Suite 600 Fort Lauderdale, FL 33301 Tel.: 954/566-7117 Fax: 954/566-7115 pturner@pbyalaw.com cperre@pbyalaw.com eserviceftl@pbyalaw.com eservicemia@pbyalaw.com	Marc J. Soss, Esq. 11010 Hyacinth Place Lakewood Ranch, FL 34202-4158 Tel.: 941/928-0310 Fax: 813/342-7967 mjs@fl-estateplanning.com	

EXHIBIT

“A”

PROMISSORY NOTE

\$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Makor, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

**BERNSTEIN FAMILY REALTY, LLC, a Florida
limited liability company**

By:

SIMON BERNSTEIN, Manager

EXHIBIT

tab

A

EXHIBIT

“B”

CFN 20080327651
CIR BN 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT \$65,000.00
Deed Doc 1,277.50
Sharon R. Back, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

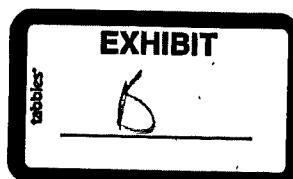
THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee" (which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.



PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property Insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

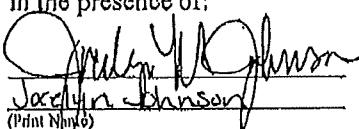
8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

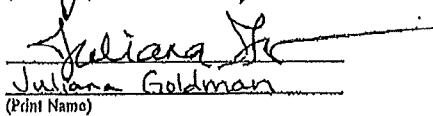
9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

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

Signed, Sealed & Delivered

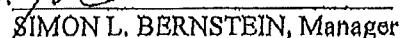
In the presence of:


Carolyn Johnson
(Print Name)


Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

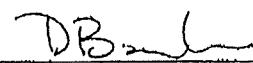
By:


SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO, INC


Signature of Notary Public

(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known or Produced Identification _____
Type of Identification Produced _____

EXHIBIT

“C”



CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 110,000.00
Deed Doc 385.00
Intang 220.00
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0691 - 694; (4pgs)

Prepared by and return to:
John McCappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: BT08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT
OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00,
TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF
THIS MORTGAGE**

MORTGAGE

This Indenture, Made this June 20, 2008 by and between Bernstein Family Realty, LLC, a Florida limited liability company whose address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431, hereinafter called the Mortgagor, and Walter E. Sahm and Patricia Sahm, his wife whose address is 8230 SE 177th Winterthru Loop, The Villages, FL 32162, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32,
Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payee, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payee after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials: 
Double Times

EXHIBIT


(Composite)

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

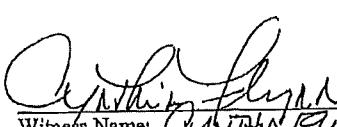
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

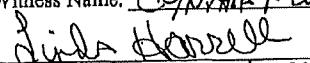
The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at Palm Beach County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.


Witness Name: CYNTHIA RYAN


Witness Name: LINDA HOWELL

Bernstein Family Realty, LLC, a Florida limited liability company
By: Simon Bernstein, Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

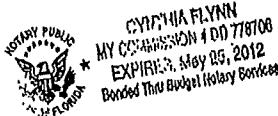
[Notary Seal]

IS NOT A CERTIFIED COPY

 Cynthia Flynn

Notary Public

Printed Name: 

My Commission Expires: 

MY COMMISSION # 00778706

EXPIRES: May 05, 2012

Bonded Thru Budget Notary Services

COPY

PROMISSORY NOTE

\$110,000.00

June 20, 2008

Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Walter E. Sahm and Patricia Sahm, his wife at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) with interest from the date hereof, at the rate of Six and One Half percent (6.5%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$7150.00 representing a payment of interest only shall be due and payable on June 19, 2009, and on June 19, 2010, and on June 19, 2011 at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

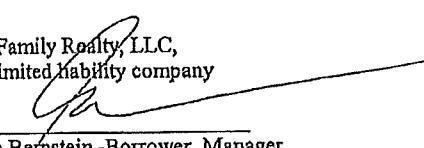
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorney's fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: 
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

DoubleTime®

WC 159



CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 (Mortgagee).

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, *inter alia*, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

~~Signed, sealed and delivered
in the presence of:~~

WITNESSES:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: SP
Simon Bernstein, Manager

Print Name: Diana Banks

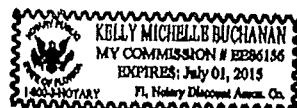
Print Name: Shari

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

(Seal)

Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No. CE 86156



WITNESSES:

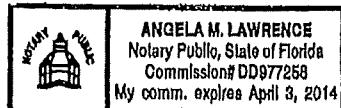
Print Name: Angela M. Lawrence

Print Name: Lisa Parenne Eppert

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2014, by Walter E. Sahm and Patricia Sahm. They are personally known to me or have produced driver's licenses as identification.

(Seal)



MORTGAGEE:

Walter E. Sahm
Walter E. Sahm

Patricia A. Sahm
Patricia Sahm

Notary Public, State of Florida

Name: Angela M. Lawrence

Commission Expires: April 3, 2014

Commission No.: DD977258

**Composite
EXHIBIT
“D”**

PLC
CPS# 1920
3/2/18
111K

Filing # 68506733 E-Filed 02/27/2018 11:07:44 AM

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.: 50-2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendant

SUMMONS

TO DEFENDANT: BERNSTEIN FAMILY REALTY LLC
C/o DONALD R. TESCHER
925 S. FEDERAL HIGHWAY
SUITE 500
BOCA RATON, FL 33432

IMPORTANTE/IMPORTANT
En Espanol Al Dorsa/Français Au Verso
IMPORTANT

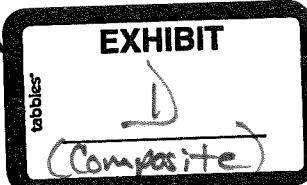
A lawsuit has been filed against you. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court, located at: Palm Beach County Courthouse, Clerk of Courts, 205 North Dixie Highway, West Palm Beach, FL 33401, you must also mail or take a carbon copy or photocopy of your written response to the Plaintiff's Attorney named below:

FILED: PALM BEACH COUNTY, FL, SHA

EXHIBIT

2/27/2018 11:07:44 AM



WALTER E. SAHM AND PATRICIA SAHM v BERNSTEIN FAMILY REALTY LLC AND ALL UNKNOWN TENANTS
CASE NO. 50-2018-CA-002317 ; PALM BEACH COUNTY

Plaintiff's Attorney:

Robert Sweetapple, Esquire
SWEETAPPLE, BROEKER & VARKAS, PL
150 East Boca Raton Road
Boca Raton, Florida 33432
Telephone: (561) 392-1230

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint in this lawsuit on the above named Defendant.

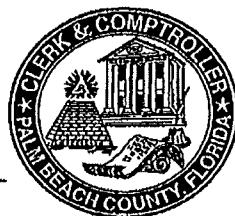
DATED on ~~February 27, 2018~~

Mar 01 2018

SHARON R. BOCK,
As Clerk of the Court

(COURT SEAL)

By: *Shannon Fatu*
As Deputy Clerk
SHANNON FATU



IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiera perder el caso y prodaría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitorios legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il ya d'autres obligations juridiques et vous pouvez requérir les services d'un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.:

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendant

COMPLAINT FOR FORECLOSURE

Plaintiffs, WALTER E. SAHM, an individual, and PATRICIA SAHM, an individual, by and through their undersigned counsel, hereby sue BERNSTEIN FAMILY REALTY, LLC, a Florida Limited Liability Company, and allege:

JURISDICTION AND VENUE

1. The Court has subject matter jurisdiction over this action because it is both an action in equity seeking to foreclose a mortgage on real property, and because it is an action seeking to enforce a promissory note for damages in excess of fifteen thousand dollars (\$15,000.00).

2. Venue is proper in Palm Beach County, pursuant to § 47.011, Florida Statutes, because Palm Beach County is the county in which the subject property is located.

3. All conditions precedent and necessary to bring this cause of action either have been performed, have occurred, have been waived, or otherwise excused.

PARTIES¹

4. Plaintiff, WALTER E. SAHM ("Mr. Sahm"), is an individual residing in Palm Beach County, Florida, and at all times material was *sui juris*.

5. Plaintiff, PATRICIA SAHM ("Mrs. Sahm"), is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

6. Defendant, BERNSTEIN FAMILY REALTY, LLC ("BFR") is an administratively dissolved Florida Limited Liability, with its principal place of business in Boca Raton, Florida, and its registered agent, T&S Registered Agents, LLC, also located in Boca Raton, Florida.

COUNT I – FORECLOSURE OF MORTGAGE

7. This action seeks to foreclose a mortgage on real property which secures an outstanding debt owed under a promissory note between the parties.

8. On June 20, 2008, BFR entered into a Promissory Note ("Note") with the Sahms, agreeing to pay the Sahms the sum of \$110,000.00 plus interest under terms set forth in the Note. **Exhibit "1".**

9. On June 20, 2008, BFR executed a Mortgage on real property in favor of the Sahms as collateral to the debt owed under the Note. **Composite Exhibit "2".**

10. The Mortgage was recorded on June 26, 2008 in the Public Records of Palm Beach County, Florida: O.R. Book 22723, Page 0691.

11. On February 15, 2012, BFR and the Sahms executed an Amendment to Mortgage and Promissory Note ("Amendment" to the Note and Mortgage). **Composite Exhibit "3".**

¹Mr. Sahm and Mrs. Sahm may collectively be referred to as the "Sahms".

Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC.
Case No.:
Complaint for Foreclosure.

12. The Amendment was recorded on April 12, 2012 in the Public Records of Palm Beach County, Florida: O.R. Book 25132, Page 1051.

13. The Sahms both own and hold both the Note and Mortgage.

14. BFR owns the subject property and is in possession of it.

15. BFR defaulted under, and subsequently breached its obligations under both the Note and Mortgage by failing to make all necessary payments under the Note, Mortgage, and Amendment.

16. As of the date of the filing of this lawsuit, BFR owes the Sahms at least \$187,163.80, exclusive of both attorney's fees and costs.

WHEREFORE, Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, pray for a final judgment of foreclosure against Defendant, BERNSTEIN FAMILY REALTY, LLC:

a. concluding that Plaintiffs' Mortgage is a valid Lien on the subject property and is superior to any lien of record;

b. foreclosing Plaintiffs' Mortgage;

c. foreclosing of all Defendants named in this action;

d. delivering full possession of the subject property to Plaintiffs;

e. retaining jurisdiction for the Court to determine any deficiency to which

Plaintiffs may be entitled; and

f. retaining jurisdiction to determine the reasonable amount of both attorney's fees and costs which Plaintiffs are entitled to recover against Defendant; and

g. any other relief which the Court deems just and proper.

Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC.
Case No.:
Complaint for Foreclosure.

ATTORNEY FEE DEMAND

Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, have retained the undersigned law firm to represent them in this action. The Note, which the Sahms are suing to enforce, contains an attorney's fees provision. Florida Statute §57.105(7) state that "if a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow reasonable attorney's fees when that party prevails in any action, whether as plaintiff or defendant, with respect to the contract." Thus, if the Sahms are the prevailing party in this action, then the Sahms are entitled to recover their attorney's fees and costs from Defendant, BERNSTEIN FAMILY REALTY, LLC. Plaintiffs hereby exercise that right.

Respectfully submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
Attorneys for Plaintiffs
20 SE 3rd Street
Boca Raton, Florida 33432
Telephone: (561) 392-1230
Email: Pleadings@sweetapplelaw.com

By: /s/ Alexander D. Varkas III
ALEXANDER D. VARKAS III
Florida Bar No.: 95773

PROMISSORY NOTE

\$110,000.00

June 20, 2008

Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Walter E. Sahm and Patricia Sahm, his wife at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) with interest from the date hereof, at the rate of Six and One Half percent (6.5%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$7,150.00 representing a payment of interest only shall be due and payable on June 19, 2009, and on June 19, 2010, and on June 19, 2011 at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

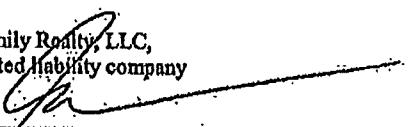
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable, without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Roalty, LLC,
a Florida limited liability company

By: 
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.



DoubleTimes



CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 110,000.00
Deed Doc 385.00
Intang 220.00
Sheron R. Book, CLERK & COMPTROLLER
Pgs 0691 ~ 694; (4pgs)

Prepared by and return to:
John M. Cappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: FT08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT
OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00,
TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF
THIS MORTGAGE.**

MORTGAGE

This Indenture, Made this June 20, 2008 by and between Bernstein Family Realty, LLC, a Florida Limited Liability company whose address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431, hereinafter called the Mortgagor, and Walter E. Sahm and Patricia Sahm, his wife whose address is 8230 SE 177th Winterthru Loop, The Villages, FL 32162, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payee, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payee after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials: 
Double Times

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagor, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagor.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagor may pay the taxes and the full amount of such payment by Mortgagor shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagor may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagor. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagor under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagor for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagor, his successors, legal representatives, or assigns.

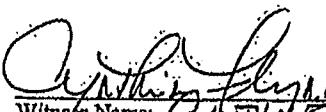
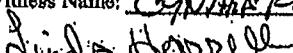
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

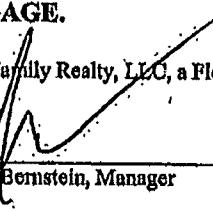
The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagor's written consent, while this mortgage remains a lien thereon, at the option of Mortgagor, his successors, legal representatives, or assigns.

Executed at Palm Beach County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

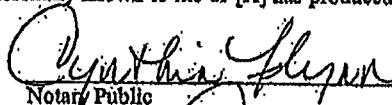

Witness Name: Cynthia Flynn

Witness Name: Linda Howell

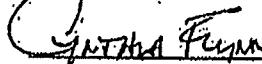
Bernstein Family Realty, LLC, a Florida limited liability company
By: 
Simon Bernstein, Manager

State of Florida
County of Palm Beach

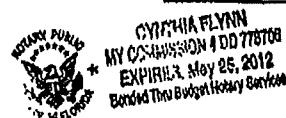
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: 
CYNTHIA FLYNN

My Commission Expires: 



C-59
Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and WALTER E. SAHM and PATRICIA SAHM, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

EXHIBIT

Cont. 3

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagess that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagess that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

D Banks
Print Name: Diana Banks

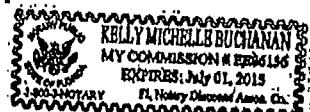
(Shari Durham)
Print Name: Shari Durham

STATE OF FLORIDA
COUNTY OF PALM BEACH

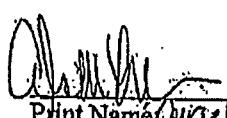
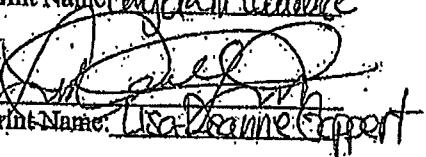
The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

(Seal)

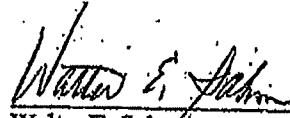
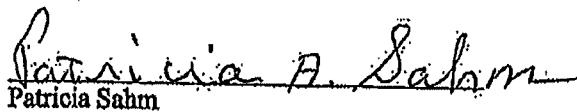
Kelly Michelle Buchanan
Notary Public, State of Florida
Name: Kelly Michelle Buchanan
Commission Expires: 7-1-2015
Commission No. EC 86156



WITNESSES:


Print Name: Angela Lawrence

Print Name: Deanne Crayton

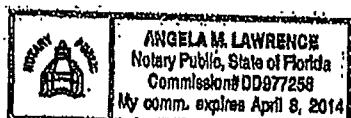
MORTGAGEE:

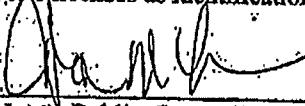

Walter E. Sahm

Patricia A. Sahm

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March 2012 by Walter E. Sahm and Patricia Sahm. They are personally known to me or have produced driver's licenses as identification.

(Seal)




Notary Public, State of Florida
Name: Angela M. Lawrence
Commission Expires: April 8, 2014
Commission No: DD877258

EXHIBIT

“E”

IN THE CIRCUIT COURT IN AND FOR THE 15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF:

PROBATE DIVISION

SIMON L. BERNSTEIN,

FILE NO: 502012CP4391XXXXNB/IH

Deceased.

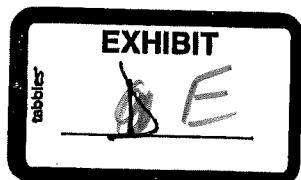
/

**PETITION FOR AUTHORIZATION TO PAY 2014 PROPERTY TAXES FROM
ESTATE**

BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN ("Mr. O'Connell" or "Successor Personal Representative"), by and through undersigned counsel, hereby files this Petition for Authorization to Pay 2014 Property Taxes from the Estate of Simon L. Bernstein on certain real property located at 2753 N.W. 34th Street, Boca Raton, FL 33434, and as grounds therefore, states:

1. On June 24, 2014, Mr. O'Connell was appointed as the Successor Personal Representative of the Estate of Simon L. Bernstein ("Estate" and "Decedent", respectively).
2. On his date of death, the Decedent held a promissory note payable to the Decedent by the Bernstein Family Realty, LLC, a Florida limited liability company, dated July 1, 2008 in the principal amount of \$365,000.00 (the "Note"). See Note attached hereto as Exhibit "A." The Note is secured by a second mortgage on the real property located at 2753 N.W. 34th Street, Boca Raton, FL 33434 ("Second Mortgage" and "Property," respectively), which Property is owned by Bernstein Family Realty, LLC.¹ See Second Mortgage attached hereto as Exhibit "B."

¹ The Successor Personal Representative has been informed that the Property was purchased in June 2008 for \$360,000 and fully renovated by the Decedent.



3. Walter E. Sahm and Patricia Sahm hold a purchase money first mortgage on the Property in the principal amount of \$110,000 plus interest and fees.² See attached hereto as Composite Exhibit "C" (collectively hereinafter referred to as "First Mortgage").

4. The current value of the Property, per the Palm Beach County Property Appraiser's Office, is \$346,862.00, and \$466,377.00, per Zillow, as of March 16, 2017. See property values attached hereto as Composite Exhibit "D."

5. There are unpaid property taxes for 2014 that are due to be paid on the Property on or before March 31, 2016 in the amount of \$6,931.17.³ See Property Detail from the Palm Beach County Property Appraiser's Office and 2014 Real Estate Property Tax Bill attached hereto as Composite Exhibit "E."

6. The Successor Personal Representative believes the unpaid property taxes for 2014 should be paid to preserve the asset given the Note and Second Mortgage.

7. Accordingly, the Successor Personal Representative respectfully requests this Court to authorize the payment in the amount of \$6,931.17 from the assets of the Estate to Tax Collector, Palm Beach County on or before the March 31, 2016 deadline.

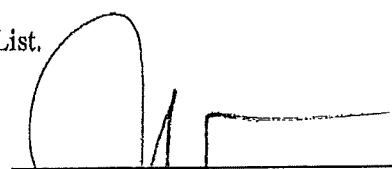
WHEREFORE, BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN, by and through undersigned counsel, respectfully requests the Court enter an Order authorizing the Successor Personal Representative to pay the 2014 property taxes from the Estate of Simon L. Bernstein on certain real property located at 2753 N.W. 34th Street, Boca Raton, FL 33434, for attorneys' fees and costs pursuant to Fla. Stat. §733.106 and any other relief deemed just and proper by this Court.

² That First Mortgage was amended in March, 2012, to lower the interest rate to 3.5% and to extend the maturity until June 19, 2014.

³ The Successor Personal Representative contacted the Tax Collector's Office on March 16, 2017 and was advised that the current amount due is \$6,931.17.

In Re: Estate of Simon L. Bernstein
File No: 502012CP004391XXXXSB /

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to
counsel of record via the Court's e-portal system or U.S. Postal Service on this 16th day of
March, 2017 to the parties on the attached Service List.


BRIAN M. O'CONNELL
Florida Bar No: 308471
ASHLEY CRISPIN ACKAL
Florida Bar No: 037495
JOIELLE A. FOGLIETTA
Florida Bar No: 094238
Ciklin Lubitz & O'Connell
515 N. Flagler Dr., 20th Floor
West Palm Beach, FL 33401
Tel: 561-832-5900; Fax: 561-833-4209
service@ciklinlubitz.com
probateservice@ciklinlubitz.com

SERVICE LIST

Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, PA. 505 S. Flagler Dr., Suite 600 West Palm Beach, FL 33401 (561) 355-6991 arose@mrachek-law.com mchandler@mrachek-law.com	John P. Morrissey, Esq. 330 Clematis St., Suite 213 West Palm Beach, FL 33401 john@jmorrissseylaw.com	Diana Lewis obo Joshua, Jacob and Daniel Bernstein. ADR & Mediation Services, LLC 2765 Tecumseh Drive West Palm Beach, FL 33409 (561) 758-3017 dzlewis@aol.com
Peter Feaman, Esq. Peter M. Feaman, P.A. 3695 Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 pfeaman@feamanlaw.com	Shendell & Pollock, P.L. 2700 N. Military Trail, suite 150 Boca Raton, FL 33431 241-2323 Fax: 241-2330 Gary R. Shendell, Esq. gary@shendellpollock.com estella@shendellpollock.com grs@shendellpollock.com Kenneth S. Pollock, Esq. ken@shendellpollock.com britt@shendellpollock.com grs@shendellpollock.com Matthew A. Tornincasa, Esq. matt@shendellpollock.com robyne@shendellpollock.com grs@shendellpollock.com	Max Friedstein 2142 Churchill Lane Highland Park, IL 60035
Eliot Bernstein 2753 N.W. 34 th St. Boca Raton, FL 33434 jviewit@jviewit.tv	Pamela Beth Simon 950 N. Michigan Ave., Apt. 2603 Chicago, IL 60611 psimon@stpcorp.com	Lisa Friedstein and Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com Lisa.friedstein@gmail.com
Jill Iantoni and Julia Iantoni, a Minor c/o Guy and Jill Iantoni, her Parents & Natural Guardians 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Brian M. O'Connell, Esq. Ashley Crispin Ackal, Esq. Ciklin Lubitz & O'Connell 515 N. Flagler Dr., 20 th FL West Palm Beach, FL 33401 service@ciklinlubitz.com probateservice@ciklinlubitz.com	Robert Spallina, Esq. rspallina@comcast.net

PROMISSORY NOTE

\$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

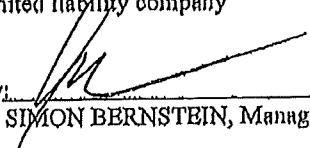
All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida
Limited liability company

By: 
SIMON BERNSTEIN, Manager



This Instrument prepared by:

Robert L. Spallina, Esq.
Teschler & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

CFN 20260327651
CIR BN 32841 PG 3.218
RECEIVED 09/04/2008 14:10:25
Palm Beach County, Florida
APT 368, 4001, 40
Deed Rec. 1, 277, 50
Sheron R. Baak, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee" (which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADBRA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

EXHIBIT

B

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property Insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, then or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

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

Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

In the presence of:

Jaclyn Johnson
Jaclyn Johnson
(Print Name)

By:

Simon L. Bernstein, Manager

Juliana Goldman
Juliana Goldman
(Print Name)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diane Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED BY THE ATLANTIC BONDING CO., INC.

DB
Signature of Notary Public

(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known or Produced Identification _____
Type of Identification Produced _____



CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 110,000.00
Deed Doc 385.00
Intang 220.00
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0691 - 694 (4pgs)

Prepared by and return to:
John M. Cappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3678
File Number: JET08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT
OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00,
TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF
THIS MORTGAGE

MORTGAGE

This Indenture, Made this 20, 2008 by and between Bernstein Family Realty, LLC, a Florida limited liability company whose address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431, hereinafter called the Mortgagor, and Walter E. Salm and Patricia Salm, his wife whose address is 8230 SE 177th Winterthru Loop, The Villages, FL 32162, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whatever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

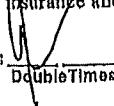
Lot 68, Block G, BOCA MADERA UNIT, according to the Plat thereof, recorded in Plat Book 32,
Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payee, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payee after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials: 
Double Times

EXHIBIT

 C
composite

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagor, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagor.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagor may pay the taxes and the full amount of such payment by Mortgagor shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagor may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagor. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagor under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagor for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagor, his successors, legal representatives, or assigns.

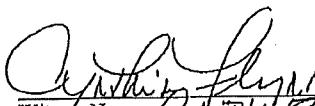
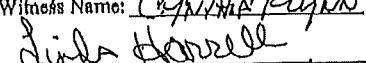
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

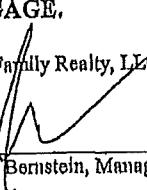
The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagor's written consent, while the mortgage remains a lien thereon, at the option of Mortgagor, his successors, legal representatives, or assigns.

Executed at Palm Beach County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGOR UNDER THE TERMS OF THIS MORTGAGE.


Witness Name: CYNTHIA FLYNN

Witness Name: LINDA HARRELL

Bernstein Family Realty, LLC, a Florida limited liability company
By: 
Simon Bernstein, Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

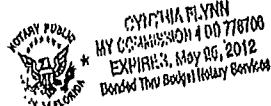
[Notary Seal]

IS NOT A CERTIFIED COPY

Cynthia Flynn
Notary Public

Printed Name: Cynthia Flynn

My Commission Expires: _____



COPY

PROMISSORY NOTE

\$110,000.00

June 20, 2008

Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Walter E. Sahm and Patricia Sahm, his wife at 8230 SE 77th Winterthru Loop, The Villages, FL 32162 or at such other address as may be indicated in writing, in the manner hereinabove specified, the principal sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) with interest from the date hereof, at the rate of Six and One Half percent (6.5%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$7,150.00 representing a payment of interest only shall be due and payable on June 19, 2009, and on June 19, 2010, and on June 19, 2011 at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

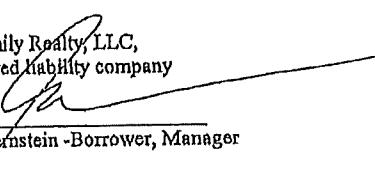
This note may be prepaid in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any instalment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agrees to pay all costs of collection, including a reasonable attorney's fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: 
Simon Bernstein - Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

DoubleTimee

NC 159



CFN 20120143493
QR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and WALTER E. SAHM and PATRICIA SAHM, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 (Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: Diana Banks

Print Name: Shari Dunham

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

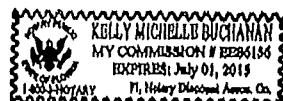
(Seal)

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: Simon Bernstein, Manager

Notary Public, State of Florida
Name: Kelly Michelle Buchanan
Commission Expires: 7-1-2015
Commission No: EE 86156



WITNESSES:

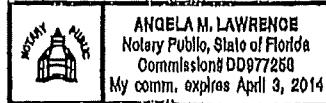
Print Name: Angela Lawrence

Print Name: Deanne Expert

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2014, by Walter E. Sahm and Patricia Sahm. They are personally known to me or have produced driver's licenses as identification.

(Seal)



MORTGAGEE:

Walter E. Sahm

Walter E. Sahm

Patricia A. Sahm

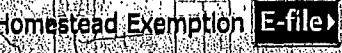
Patricia Sahm

Notary Public, State of Florida

Name: Angela M. Lawrence

Commission Expires: April 3, 2014

Commission No: D977258

 DOROTHY JACKS <small>CEA 1418 Palm Beach County Property Appraiser</small>																			
Location Address 2753 NW 34TH ST Municipality BOCA RATON Parcel Control Number 06-42-47-10-02-007-0680 Subdivision BOCA MADERA UNIT 2 Official Records Book 22723 Page 689 Sale Date JUN-2008 Legal Description BOCA MADERA UNIT 2 LT 68 BLK G																			
Owners BERNSTEIN FAMILY REALTY LLC		Mailing address 950 PENINSULA CORPORATE CIR STE 3010 BOCA RATON FL 33487 1387																	
Sales Date	Price	OR Book/Page	Sale Type																
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED																
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED																
No Exemption Information Available.																			
Number of Units 1		*Total Square Feet 2763																	
Use Code 0100 - SINGLE FAMILY		Zoning R1D - Single Family (06-BOCA RATON)																	
<table border="1"> <thead> <tr> <th>Tax Year</th> <th>2016</th> <th>2015</th> <th>2014</th> </tr> </thead> <tbody> <tr> <td>Improvement Value</td> <td>\$235,712</td> <td>\$212,330</td> <td>\$213,325</td> </tr> <tr> <td>Land Value</td> <td>\$111,150</td> <td>\$111,150</td> <td>\$85,500</td> </tr> <tr> <td>Total Market Value</td> <td>\$346,862</td> <td>\$323,480</td> <td>\$298,825</td> </tr> </tbody> </table>				Tax Year	2016	2015	2014	Improvement Value	\$235,712	\$212,330	\$213,325	Land Value	\$111,150	\$111,150	\$85,500	Total Market Value	\$346,862	\$323,480	\$298,825
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**St,
Boca Raton, FL
33434**

-- beds • 3 baths •**2,301 sqft** Edit

Edit home facts for a more accurate Zestimate.

\$466,377

Price this home

Rent Zestimate[®]

\$3,200 /mo

Est. Refi

Payment

\$1,786/moSee current
rates

TV + INTERNET + VOICE

Plus get FREE DVR service[®]**\$29 99 / mo**
from
each for 12 mos
when bundled***SHOP NOW**

Restrictions apply

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Is this your rental?

Get a monthly local market report with comparable rentals in your area.

I own and manage this rental
 I manage this rental for the owner

Enter email

Subscribe

Claim this home as your residence

Similar Homes for Sale**FOR SALE****\$545,000**3 beds, 3.0 baths, 2587 sq..
3201 NW 27th Ter, Boca R...**FOR SALE****\$360,000**3 beds, 2.0 baths, 1430 sq..
2617 NW 36th St, Boca Ra...**FOR SALE****\$399,000**3 beds, 2.5 baths, 1702 sqft
3098 NW 26th Ave, Boca...**FOR SALE****\$484,900**4 beds, 3.0 baths, 2908 s..
2650 NW 41st St, Boca Ra...**FOR SALE****\$539,900**3 beds, 4.0 baths, 3834 s..
2674 NW 41st St, Boca Ra...

See listings near 2753 NW 34th St

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*description below may be from
a previous listing.*

Property backs up to Saint Andrews School. Completely Gutted and Remodeled in Florida Pastel colors 2009, marble and bamboo floors, courtesy Shirley Bernstein Designs. Tiled backyard with swimming pool. Tiled drive.

Neighborhood Description

This home backs up to one of the nations leading Private Schools, Saint Andrew's School. <http://www.saintandrews.net>

FACTS

■ Lot: 9,147 sqft	■ All time views: 274	■ Last sold: Jun 2008
■ Single Family	■ Cooling: Central	for \$360,000
■ Built In 1978	■ Heating: Forced air	

FEATURES

■ Attic	■ Fenced Yard	■ Patio
■ Barbecue Area	■ Fireplace	■ Pool
■ Cable Ready	■ Garden	■ Security System
■ Ceiling Fan	■ Parking: 440 sqft	
■ Double Pane/Stor m	garage	
■ Windows		

Get more with a package deal

TV + INTERNET + VOICE

Plus get **FREE DVR service^**

\$29 99 / mo
from
each for 12 mos
when bundled*

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Nearby Similar Sales

SOLD: \$380,000

Sold on 7/25/2016

3 beds, 3.0 baths, 1732 sqft

3068 NW 26th Ct, Boca Raton, FL 33434

SOLD: \$389,000

Sold on 10/28/2016

4 beds, 3.0 baths, 2628 sqft

3972 NW 25th Way, Boca Raton, FL 33434

SOLD: \$420,000

Sold on 11/23/2016

4 beds, 2.0 baths, 1916 sqft

3343 NW 28th Ter, Boca Raton, FL 33434

SOLD: \$420,000

Sold on 7/25/2016

-- beds, 2.0 baths, 2247 sqft

3049 NW 29th Ave, Boca Raton, FL 33434

SOLD: \$422,000

Sold on 12/12/2016

3 beds, 2.0 baths, 2229 sqft

4350 NW 26th Ave, Boca Raton, FL 33434

[See sales similar to 2753 NW 34th St](#)

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[County website](#)

[See data sources](#)

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**Zestimate** **\$466,377**

ZESTIMATE	LAST 30	ONE YEAR
RANGE	DAY	FORECAST
\$443,000 -	CHANGE	Sign-In to
\$494,000	- \$1,771	view (-0.4%)

Zestimate history & details

Improve Your Home Value



PROJECT	PROJECT COST	ADDED VALUE
Major Kitchen Remodel	\$56,901	+\$46,728
Roofing Replacement	\$18,898	+\$14,338
Vinyl Window Replacement	\$14,283	+\$10,614
Siding Replacement	\$13,206	+\$10,244
Deck Addition	\$9,486	+\$8,395
Bathroom Remodel	\$16,534	+\$6,930
Entry Door Replacement	\$3,076	+\$2,532
Fiberglass Attic Insulation	\$1,241	+\$1,624

See More Home Improvement Inspiration

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Price History

Tax History

DATE	EVENT	PRICE	\$/SQFT	SOURCE
06/26/08	Sold	\$360,000	+148%	\$156
11/01/85	Sold	\$145,000		\$63

Neighborhood: 33434

MEDIAN
ZESTIMATE

MARKET TEMP



\$141,000 Cold

14.4%

Past 12
months

Buyers'	Sellers'
Market	Market

Zillow predicts 33434 home values will increase 1.6% next year, compared to a 1% rise for Boca Raton as a whole. Among 33434 homes, this home is valued 283.8% more than the midpoint (median) home, and is valued 94.2% more per square foot.

Walk Score 20 (Car-Dependent)

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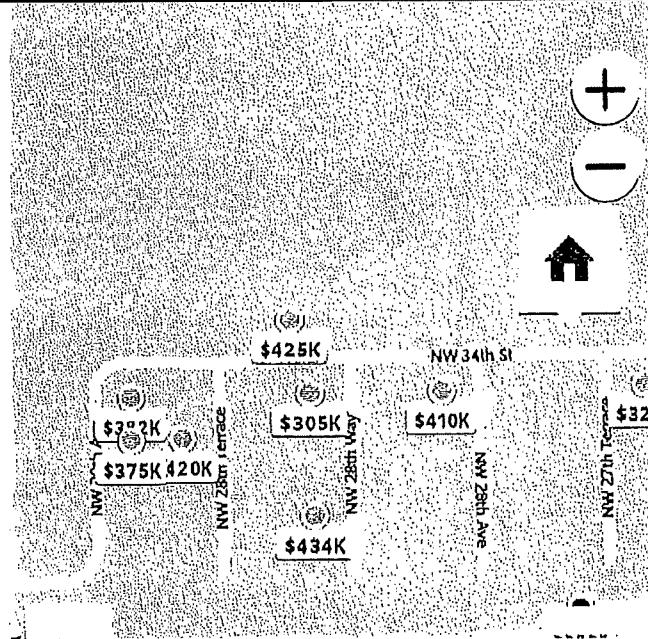
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NEARBY HOMES

OFF MARKET OFF MARKET
 < \$443,916 ... \$478,418 >
 2769 NW 34th St, Bo... 2735 NW 34th St, Boc...

Combine and Save with State Farm®. Find an Agent

Affordability Calculator

Annual
Income

Calculate by
payment

Monthly
debts

You can afford a house up to

\$417,548

Based on your income, a house at
this price should fit comfortably
within your budget.

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Home Expenses

Nearby Schools in Boca Raton

SCHOOL RATING		GRADES	DISTANCE
9 out of 10	Calusa Elementary	K-5	2.1 mi
9 out of 10	Omni Middle	6-8	1.1 mi
9 out of 10	Spanish River Community High	9-12	0.9 mi

Data by GreatSchools.org

More schools in Boca Raton

Disclaimer: School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district

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About the ratings: GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family. [Learn more](#)

Home Shoppers are Waiting



228 shoppers are looking in your neighborhood and price range.

Your name

Phone

Email

I own this home and would like to ask an agent about selling 2753 NW 34th St,

Contact Agent

Or call 561-571-8408 for more info

[Report this ad](#)

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Boca Raton

33434

Boynton Beach

Boca Del Mar

33428

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33434

Delray Beach

Boca Pointe

33432

Houses for Sale In 33434

Jupiter

Downtown

33433

Houses for Rent In 33434

Lake Worth

Hamptons at Boca Raton

33434

33434 Real Estate

More

Mission Bay

More

Boca Raton Condos

More

More

2753 NW 34th St, Boca Raton, FL, 33434 is a single family home of 2,301 sqft on a lot of 9,147 sqft (or 0.21 acres). Zillow's Zestimate® for 2753 NW 34th St is \$466,377 and the Rent Zestimate® is \$3,200/mo. This single family home has 3 baths and was built in 1978. The 3 bed single family home at 3201 NW 27th Ter in Boca Raton is comparable and priced for sale at \$545,000. This home is located in Boca Raton in zip code 33434. Boca Del Mar and Boca Pointe are nearby neighborhoods. Nearby ZIP codes include 33496 and 33433. Delray Beach, Boynton Beach, and Lake Worth are nearby cities.

ABOUT ZESTIMATES RESEARCH JOBS HELP ADVERTISE TERMS OF USE & PRIVACY
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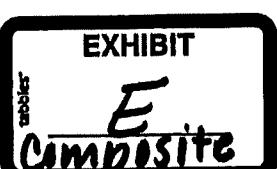


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 DOROTHY JACKS <small>CFIA, AAS</small> Palm Beach County Property Appraiser		Homestead Exemption E-file  	
Location Address 2753 NW 34TH ST Municipality BOCA RATON Parcel Control Number 06-42-47-10-02-007-0680 Subdivision BOCA MADERA UNIT 2 Official Records Book 22723 Page 689 Sale Date JUN-2008 Legal Description BOCA MADERA UNIT 2 LT 68 BLK G			
Owners BERNSTEIN FAMILY REALTY LLC		Mailing address 950 PENINSULA CORPORATE CIR STE 3010 BOCA RATON FL 33487 1387	
Sales Date	Price	OR Book/Page	Sale Type
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED
No Exemption Information Available.			
Number of Units 1		*Total Square Feet 2763	Acres 0.21
Use Code 0100 - SINGLE FAMILY		Zoning R1D - Single Family (06-BOCA RATON)	
Tax Year	2016	2015	2014
Improvement Value	\$235,712	\$212,330	\$213,325
Land Value	\$111,150	\$111,150	\$85,500
Total Market Value	\$346,862	\$323,480	\$298,825
All values are as of January 1st each year			
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Ad Valorem	\$6,425	\$6,206	\$5,786
Non Ad Valorem	\$322	\$300	\$305
Total tax	\$6,747	\$6,506	\$6,091


 EXHIBIT

 E
 Composite

(KEEP THIS PORTION FOR YOUR RECORDS)

IMPORTANT INSTRUCTIONS



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.
www.pbctax.com

2014 REAL ESTATE PROPERTY TAX BILL

This BILL Includes Ad Valorem Taxes and Non-Ad Valorem Assessments for the 2014 Tax Year. Payment must be made in full and in U.S. funds. Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds. See bill insert for more payment information.

2014 REAL ESTATE PROPERTY TAX PAYMENT

- Discount amounts are shown on the front of this bill.
- Payment must be received in our offices by the due dates printed on the TAX BILL (see reverse side).

PAYMENT OPTIONS

- **E-CHECK** (Online Only) 24/7 at www.pbctax.com. **No Additional Fee** (transaction notice serves as receipt).
- **CREDIT CARD** (Online Only) 24/7 at www.pbctax.com. **A Convenience Fee of 2.35% OR \$2.35 (whichever is greater) WILL BE APPLIED** (transaction notice serves as receipt).
- **WIRE TRANSFER** E-mail Wires@pbctax.com for instructions (bank confirmation serves as receipt).
- **MAIL** Detach the stub below and return with payment. DO NOT TAPE, FOLD, STAPLE, PAPER CLIP, OR WRITE ON PAYMENT STUB. Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **DROP OFF BOX** At one of our Service Centers from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **BANK ONLINE BILL PAY** Your bank's bill pay service. Include the 17-digit Property Control Number on payment. Mail delivery and bank processing times vary so allow ample time (bill pay service transaction serves as receipt).

DELINQUENT TAX INFORMATION - CERTIFIED U.S. FUNDS ONLY

- Ad Valorem Taxes and Non-Ad Valorem Assessments become delinquent APRIL 1, 2015.
- Payment AFTER THE DATE OF DELINQUENCY must be certified funds drawn on a U.S. bank in cash, bank draft, wire transfer, money order, or cashier's check.
- Interest and associated costs for delinquent taxes are determined by the date payment is received by the Tax Collector.
- The minimum charge of 3% will be collected. Interest accrues up to 1.5% per month (18% annually).

FLORIDA STATUTE 197.402 and 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.

Contact Information for Questions

Constitutional Tax Collector: Prepares and mails TAX BILLS from Tax Roll data certified by the PBC Property Appraiser and Non-Ad Valorem assessments provided by Levying Authorities (561-355-2264). If this property was sold, forward this bill to the new owner or mark bill "SOLD" and return to the Constitutional Tax Collector's Office.

Property Appraiser: Prepares the Ad Valorem Tax Roll (assessed value, exemptions, taxable value, assessed owner's name, address, and legal description). Questions about tax assessment and exemptions should be directed to the Office of the Property Appraiser at 561-355-2866.

Taxing Authorities: Set the Ad Valorem millage rates. See telephone list on reverse side for questions about assessment amounts and services provided.

Levying Authorities: Determine the Non-Ad Valorem assessments. See telephone list on reverse side for questions about assessment amounts and services provided.

(DETACH HERE)

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT TO THE TAX COLLECTOR

DO NOT TAPE, FOLD, STAPLE, PAPER CLIP, OR WRITE ON THIS PAYMENT STUB

**Make payment to:
Tax Collector, Palm Beach County**

Please include the 17-digit Property Control Number on your payment. Place this stub and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.

COMPOSTE
EXHIBIT
“E”



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption

E-file



Location Address 2753 NW 34TH ST

Municipality BOCA RATON

Parcel Control Number 06-42-47-10-02-007-0680

Subdivision BOCA MADERA UNIT 2

Official Records Book 22723

Page 689

Sale Date JUN-2008

Legal Description BOCA MADERA UNIT 2 LT 68 BLK G

Owners

BERNSTEIN FAMILY REALTY LLC

Mailing address

950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1

*Total Square Feet 2763

Acres 0.21

Use Code 0100 - SINGLE FAMILY Zoning R1D - Single Family (06-BOCA RATON)

Tax Year	2016	2015	2014
Improvement Value	\$235,712	\$212,330	\$213,325
Land Value	\$111,150	\$111,150	\$85,500
Total Market Value	\$346,862	\$323,480	\$298,825

All values are as of January 1st each year

Tax Year	2016	2015	2014
Assessed Value	\$346,862	\$323,480	\$297,345
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$346,862	\$323,480	\$297,345

Tax Year	2016	2015	2014
Ad Valorem	\$6,425	\$6,206	\$5,786
Non Ad Valorem	\$322	\$300	\$305
Total tax	\$6,747	\$6,506	\$6,091

EXHIBIT

tabbed

E
(Composite)

LIST FOR RENT

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City, State, or Zip



Public Landlord

Florida · Boca Raton · 33434 · 2753 Northwest 34th Street

Home Shoppers are Waiting



228 shoppers are looking in
your neighborhood and price
range.

Your name

Phone

Email

I own this home and would like
to ask an agent about selling

Contact Agent

Or call 561-571-8408 for more info

LIST FOR RENT

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St, Boca Raton, FL 33434

-- beds · 3 baths ·**2,301 sqft** Edit

Edit home facts for a more accurate Zestimate.

\$466,377

Price this home

Rent Zestimate¹:

\$3,200 /mo

Est. Refi

Payment

\$1,786/moSee current
rates**TV + INTERNET + VOICE**Plus get **FREE DVR service²****FROM 29 99 / mo**each for 12 mos
when bundled²

Restrictions apply

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Get a monthly local market report with comparable rentals in your area.

I own and manage this rental
 I manage this rental for the owner

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Subscribe

Claim this home as your residence

Similar Homes for Sale**FOR SALE****\$545,000**3 beds, 3.0 baths, 2587 sq..
3201 NW 27th Ter, Boca R...**FOR SALE****\$360,000**3 beds, 2.0 baths, 1430 sq...
2617 NW 36th St, Boca Ra...**FOR SALE****\$399,000**3 beds, 2.5 baths, 1702 sqft
3098 NW 26th Ave, Boca...**FOR SALE****\$484,900**4 beds, 3.0 baths, 2908 s...
2650 NW 41st St, Boca Ra...**FOR SALE****\$539,900**3 beds, 4.0 baths, 3834 s...
2674 NW 41st St, Boca Ra...

See listings near 2753 NW 34th St

Composite EXHIBIT “F”



DOROTHY JACKS

CFA, AAS

Palm Beach County Property Appraiser

Homestead Exemption E-file ▶



Location Address 2753 NW 34TH ST

Municipality BOCA RATON

Parcel Control Number 06-42-47-10-02-007-0680

Subdivision BOCA MADERA UNIT 2

Official Records Book 22723

Page 689

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No Exemption Information Available.

Number of Units 1 *Total Square Feet 2763 Acres 0.21

Use Code 0100 - SINGLE FAMILY Zoning R1D - Single Family (06-BOCA RATON)

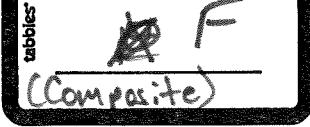
Tax Year	2017	2016	2015
Improvement Value	\$250,434	\$235,712	\$212,330
Land Value	\$111,150	\$111,150	\$111,150
Total Market Value	\$361,584	\$346,862	\$323,480

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	\$361,584	\$346,862	\$323,480
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$361,584	\$346,862	\$323,480

Tax Year	2017	2016	2015
Ad Valorem	\$6,525	\$6,425	\$6,206
Non Ad Valorem	\$345	\$322	\$300
Total tax	\$6,870	\$6,747	\$6,506

EXHIBIT





Back

Correct home facts Save Share More ▾

Florida · BOCA RATON · 33434 · 2753 NW 34TH St

Public Landlord

2753 NW 34TH St Boca Raton, FL 33434

-- beds 3 baths 2,301 sqft

Save

Share

Contact Agent



Map

Is this your rental?

Get a monthly local market report with comparable rentals in your area.

I own and manage this rental
 I manage this rental for the owner

Enter email

Subscribe

Claim this home as your residence

*Note: This property is not currently for sale or for rent.
The description below may be from a previous listing.*

Property backs up to Saint Andrews School. Completely Gutted and Remodeled in Florida Pastel colors 2009, marble and bamboo floors, courtesy Shirley Bernstein Designs. Tiled backyard with swimming pool. Tiled drive. Neighborhood Description This home backs up to one of the nations leading Private Schools, Saint Andrew's School. <http://www.saintandrews.net>

Off Market
 Zestimate®: \$457,852
 Rent Zestimate®: \$3,000 /mo

EST. REFI PAYMENT

Est. Refi Payment:
 \$1,804/mo



See current rates

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Home Shoppers are Waiting



28 shoppers are looking in your neighborhood and price range.

Your name

Phone

Email

I own this home and would like to ask an agent about selling
 2753 NW 34TH St, BOCA

Contact Agent

Or call 561-990-8566 for more info

Nearby Similar Sales

SOLD: \$465,000

Sold on 12/14/2017
 4 beds, 3 baths, 2229 sqft
 3089 NW 27TH TER, BOCA RATON, FL 33434

SOLD: \$438,000

Sold on 8/24/2017
 3 beds, 3 baths, 2688 sqft
 2674 NW 41ST ST, BOCA RATON, FL 33434

SOLD: \$455,000

Sold on 8/7/2017
 4 beds, 2.5 baths, 2304 sqft
 2632 NW 41ST ST, BOCA RATON, FL 33434

SOLD: \$446,700

Sold on 6/1/2017
 4 beds, 3 baths, 2908 sqft
 2650 NW 41ST ST, BOCA RATON, FL 33434

SOLD: \$500,000

Sold on 9/19/2017
 4 beds, 3 baths, 2587 sqft

FACTS

- Lot: 9,147 sqft
- Single Family
- Built in 1978
- Cooling: Central
- Heating: Forced air
- Last sold: Jun 2008 for \$360,000
- Elementary school: Saint Andrew's School
- Middle school: Saint Andrew's School
- High school: Saint Andrew's School
- School district: Palm Beach County School District

3201 NW 27TH TER, BOCA RATON, FL 33434

See sales similar to 2753 NW 34TH St

FEATURES

- Attic
- Barbecue Area
- Cable Ready
- Ceiling Fan
- Double Pane/Storm Windows
- Fenced Yard
- Fireplace
- Flooring: Carpet
- Garden
- Lawn
- Parking: Attached Garage, 2 spaces, 440 sqft garage
- Patio
- Pool
- Security System

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Home Value

It looks like this property has **missing facts**, which can affect the accuracy of home value estimates.

Is this your home? Claim it and update home facts!

Zestimate®

\$457,852

[ZESTIMATE RANGE](#)

\$435,000 - \$481,000

[LAST 30 DAY CHANGE](#)

+\$46 (+0.0%)

[ONE YEAR FORECAST](#)

\$458,905 (+0.2%)

[Zestimate history & details ▾](#)

Price / Tax History

[Price History](#)[Tax History](#)

DATE	EVENT	PRICE	\$/SQFT	SOURCE
06/26/08	Sold	\$360,000	\$156	Public Record



Neighborhood: 33434

[MEDIAN ZESTIMATE](#)[MARKET TEMP](#)**\$145,200**

3.6%

Past 12 months

Cold

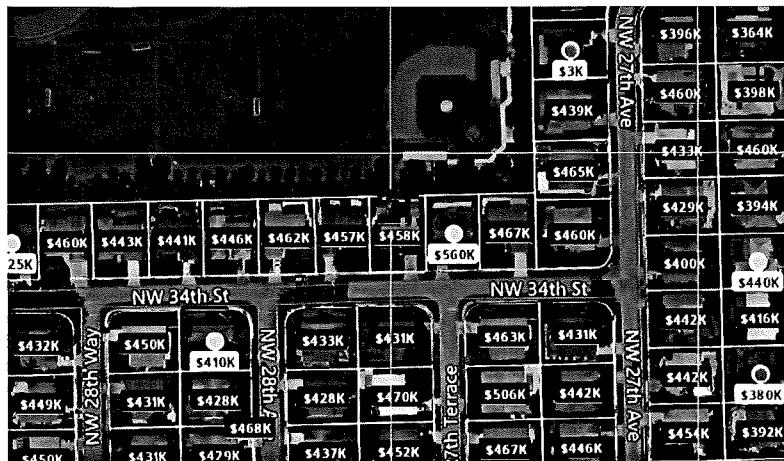
Buyers' Market

Sellers' Market

Zillow predicts 33434 home values will rise 1.6% next year, compared to a 1% rise for Boca Raton as a whole. Among 33434 homes, this home is valued 276.8% more than the midpoint (median) home, and is valued 90.4% more per square foot.

Walk Score® 20 (Car-Dependent)

NEIGHBORHOOD MAP



NEARBY HOMES

<

272 days on Zillow

1 photo

1 photo

1 photo

>

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Home Expenses

INSURANCE



You've worked hard for your home.

Let us help you give your home the protection it deserves.

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Nearby Schools in Boca Raton

GREATSCHOOLS RATING 

GRADES

DISTANCE

10
out of 10

Calusa Elementary (assigned)

K-5

2.1 mi

9

out of 10

Omni Middle (assigned)

6-8

1.1 mi

8

out of 10

Spanish River Community High (assigned)

9-12
0.9 mi

Data by GreatSchools.org 

More schools in Boca Raton

About the ratings: Historically, GreatSchools ratings have been based solely on a comparison of standardized test results for all schools in a given state. As of September 2017, the GreatSchools ratings also incorporate additional information, when available, such as college readiness, academic progress, advanced courses, equity, discipline and attendance data. GreatSchools ratings are designed to be a starting point to help parents compare schools, and should not be the only factor used in selecting the right school for your family. [Learn more](#)

Disclaimer: School attendance zone boundaries are supplied by Maponics and are subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

Home Shoppers are Waiting



28 shoppers are looking in your neighborhood and price range.

 Your name

 Phone

 Email

I own this home and would like to ask an agent about selling 2753 NW 34TH St, BOCA RATON, FL 33434.

[Contact Agent](#)

Or call 954-740-8332 for more info

Similar Homes For Sale



53 days on Zillow

56 days on Zillow

19 days on Zillow

119 days on Zillow

FOR SALE
\$449,000 3 bds3 ba2,63...
3012 NW 25TH TER, BOCA RATON, FL...

FOR SALE
\$579,000 4 bds3 ba2,479...
3867 NW 27TH AVE, BOCA RATON, FL...

FOR SALE
\$559,000 3 bds2 ba2,270...
2624 NW 38TH ST, BOCA RATON, FL...

FOR SALE
\$490,000
2584 NW 39TH ST, I...



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Boynton Beach Real Estate
Delray Beach Real Estate
Jupiter Real Estate
Lake Worth Real Estate
Palm Beach Gardens Real Estate
Riviera Beach Real Estate
Royal Palm Beach Real Estate
Wellington Real Estate
West Palm Beach Real Estate

NEARBY NEIGHBORHOODS

Boca Del Mar Real Estate
Boca Pointe Real Estate
Downtown Real Estate
Hamptons at Boca Raton Real Estate
Mission Bay Real Estate
Sandalfoot Cove Real Estate
Whisper Walk Real Estate

NEARBY ZIP CODES

33076 Real Estate
33428 Real Estate
33432 Real Estate
33433 Real Estate
33434 Real Estate
33467 Real Estate
33470 Real Estate
33484 Real Estate
33487 Real Estate
33496 Real Estate

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