

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

Bank of America, N.A.

Appellees- Plaintiff(s),

v.

Civil Division "AW"

Case No. 502015CAO11261XXXXMB

NOTICE OF APPEAL

Faton Kurti, et al,

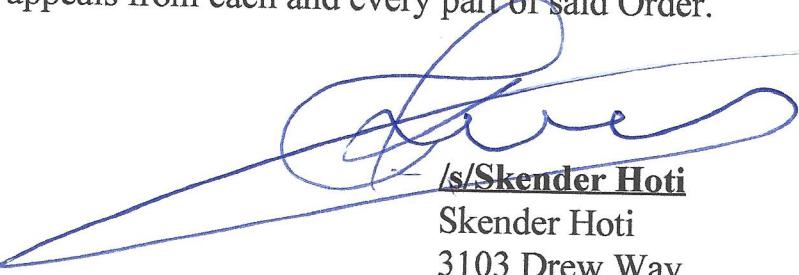
Appellants-Defendant(s).

NOTICE OF APPEAL

NOTICE IS GIVEN that Skender Hoti, as an interested party with durable power of attorney with Appellant-Petitioner, hereby appeals to the Fourth (4th) District

Court of Appeals from the Order of Palm Beach County Judge Peter D. Blanc
sitting in the Civil Division AW dated Sept. 9, 2016 titled "Order Striking
Pleading" and hereby appeals from each and every part of said Order.

Dated: Oct. 10, 2016

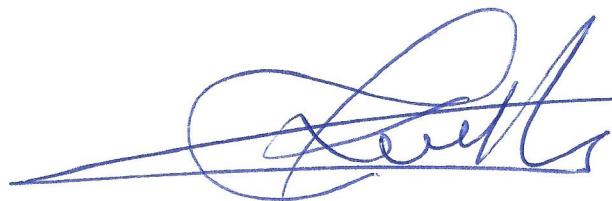


/s/ **Skender Hoti**

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CERTIFICATE OF SERVICE

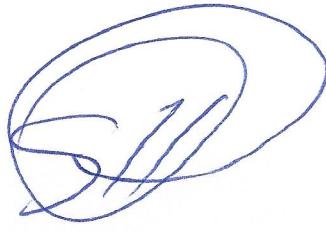
I CERTIFY that a copy of the foregoing has been furnished to parties listed
on attached Service List by E-mail Electronic Transmission; Court ECF; this 10th
day of October, 2016.



/s/ **Skender Hoti**

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THOMAS H. DOUGHERTY ESQ. thclaw Gibellsouth.net, thcawGibellsouth

3 

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

CIRCUIT CIVIL DIVISION "AW"
CASE NO. 502015CA011261XXXXMB

BANK OF AMERICA, N.A.,
Plaintiff(s)

v.

FATON KURTI, et al.,
Defendant(s).

ORDER STRIKING PLEADING

THIS MATTER came before the Court upon the Defendant (Interested Person's) Motion for Extension of Time to File for New Trial, Fraud on the Court filed by SKENDER HOTI, on August 16, 2016. The movant, SKENDER HOTI, advises the Court that he is able to represent Defendant, FATON KURTI, based upon a durable power of attorney. However, HOTI is incorrect and his effort to represent KURTI in court pleadings may constitute the unlicensed practice of law. Accordingly, it is

ORDERED AND ADJUDGED that the Defendant (Interested Person's) Motion for Extension of Time to File for New Trial, Fraud on the Court filed by SKENDER HOTI, on August 16, 2016, is STRICKEN as improper.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, on this 9 day of September, 2016.


PETER D. BLANC, Circuit Judge

Copies furnished VIA JUDICIAL E-SERVICE (U.S. MAIL to pro se Defendants) to:

MARINOSCI LAW GROUP, PC, ServiceFL@mlg-defaultlaw.com; ServiceFL2@mlg-defaultlaw.com
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skendertravel@hotmail.com
UNKNOWN TENANT(S), 129 Milton Street, Lantana, FL 33462

- 4 -

REAL ESTATE SPECIFIC DURABLE POWER OF ATTORNEY OF
FATON KURTI

Introductory Provision. I, **FATON KURTI**, as principal (the "Principal") have this day appointed **SKENDER HOTI** to serve as my agent ("Agent") and to exercise the powers and discretions set forth below.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under Florida law.

ARTICLE I

ASSET POWER

1.1 **Power relating to Specific Real Property.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, to handle and any all legal matters for the property located at 129 East Milton Street, Lantana, Florida 34112 including not limited to liens with the City of Lantana and defending and resolving the foreclosure case in Palm Beach County, Florida with Bank of America and any other legal matters affecting the Property which is more particularly described as:

Lots 7,8, and 9, Block 5, Unit No.1, GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida.

The South half of that certain platted 16.0 foot-wide alley lying East of the Northerly extension of the West Line of Lot 9, Block 5, and West of the Northerly extension of the East Line of Lot 7, Block 5, Unit No.1 GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida

(the "Premises") on such terms and conditions as my Agent shall deem appropriate; and in total or partial payment of the consideration for the Premises, to make, execute and deliver deeds or other document of conveyance, mortgages and promissory notes in such amounts, at such interest rates, for such terms and with such other provisions as to my Agent shall seem appropriate and to secure such note or notes with a mortgage on the premises executed and delivered by my Agent to the holder of such notes.

ARTICLE II

INCIDENTAL POWERS

2.1 **Introduction.** In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate, to such exercise or exercises, including without limitation the following:

Fk



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REAL ESTATE SPECIFIC DURABLE POWER OF ATTORNEY OF

FATON KURTI

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57

2.2 **Resort to Courts.** To seek on my behalf and at my expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

(b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me.

(c) actual and punitive damages and the recoverable costs, fees and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(i) **Hire and Fire - All Personnel.** To employ, compensate and discharge such domestic, health care and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

(ii) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements and conveyances of real and personal property, instruments granting and perfecting security instruments including without limitation promissory notes and mortgages and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly such costs.

ARTICLE III

THIRD PARTY RELIANCE

3.1 **Introduction.** For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this article as a "Person", to act in accordance with the instructions of my Agent as authorized in this instrument with respect to my property matters, I hereby represent, warrant and agree that:

3.2 **Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

3.3 **Agent Has Power to Act Alone.** The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this

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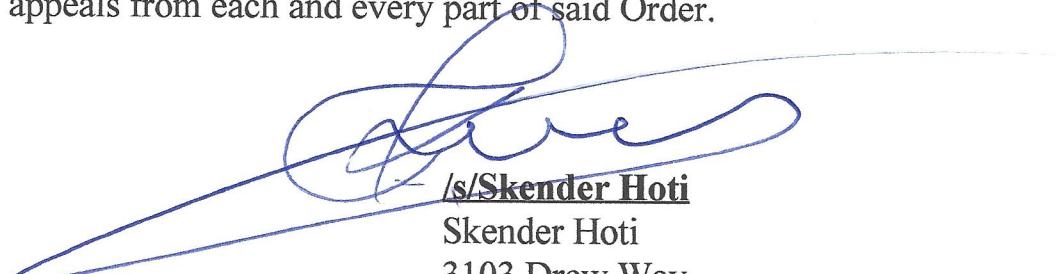
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Dated: Oct. 10, 2016



/s/Skender Hoti

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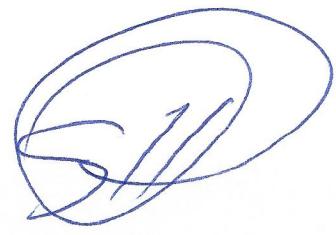
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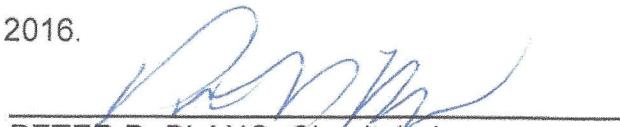
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