

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 Español Al Dorso/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:

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

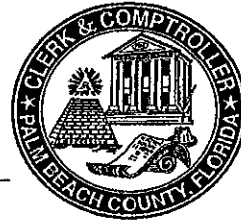
TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of  
the Complaint in this lawsuit on the above named Defendant.

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 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nobres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y prodria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros reguisitors 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 guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera 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 ete entreprises contre vous. Vous avez 20 jours consecutifa a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse exrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieu du tribunal. Il ya d'autres obligations juridiques et vous pouvez requerir les service un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une repones ecrite, il vous faudra egalment en meme temps que cette formalits, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avoicat) nomme ci-dessous.

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

**I. CASE STYLE**

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

Case No.: \_\_\_\_\_  
Judge: \_\_\_\_\_

Walter E Sahm, Patricia Sahm  
Plaintiff

vs.

Berstein Family Realty LLC  
Defendant

**II. TYPE OF CASE**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence – other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability – commercial
  - ☐ Premises liability – residential
- ☐ Products liability
- ☒ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure \$0 - \$50,000
  - ☐ Commercial foreclosure \$50,001 - \$249,999
  - ☐ Commercial foreclosure \$250,000 or more
  - ☐ Homestead residential foreclosure \$0 - 50,000
  - ☒ Homestead residential foreclosure \$50,001 - \$249,999
  - ☐ Homestead residential foreclosure \$250,000 or more
  - ☐ Non-homestead residential foreclosure \$0 - \$50,000
  - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999

- ☐ Non-homestead residential foreclosure \$250,00 or more
- ☐ Other real property actions \$0 - \$50,000
- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ Professional malpractice
  - ☐ Malpractice – business
  - ☐ Malpractice – medical
  - ☐ Malpractice – other professional
- ☐ Other
  - ☐ Antitrust/Trade Regulation
  - ☐ Business Transaction
  - ☐ Circuit Civil - Not Applicable
  - ☐ Constitutional challenge-statute or ordinance
  - ☐ Constitutional challenge-proposed amendment
  - ☐ Corporate Trusts
  - ☐ Discrimination-employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**III. REMEDIES SOUGHT (check all that apply):**

- ☒ Monetary;  
☒ Non-monetary declaratory or injunctive relief;  
☐ Punitive

**IV. NUMBER OF CAUSES OF ACTION: ( )**  
(Specify)

1

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☐ Yes  
☒ No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ No  
☐ Yes -- If "yes" list all related cases by name, case number and court:

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☐ Yes  
☒ No

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I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Robert A Sweetapple  
Attorney or party

FL Bar No.: 296988

(Bar number, if attorney)

Robert A Sweetapple 02/23/2018  
(Type or print name)

Date

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
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

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**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.

**PARTIES<sup>1</sup>**

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"**.

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<sup>1</sup> Mr. Sahm and Mrs. Sahm may collectively be referred to as the "Sahms".

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.

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**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 agree 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 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.



DoubleTimes



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: FT08-087Will Call No.: 159

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

[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 payees, 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 payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials:                       
DoubleTime

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.


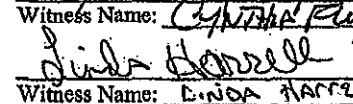
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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 HARRELL

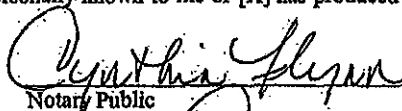
Bernstein Family Realty, LLC, a Florida limited liability company

By:   
Simon Bernstein, Manager

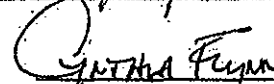
State of Florida  
County of Palm Beach

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.

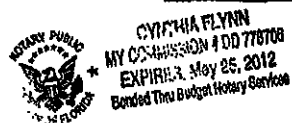
[Notary Seal]

  
Notary Public

Printed Name:



My Commission Expires:



C 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 177<sup>th</sup> 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.

Diana Banks  
Print Name: Diana Banks

By: Simon Bernstein  
Simon Bernstein, Manager

Shari Dunham  
Print Name: Shari Dunham

STATE OF FLORIDA  
COUNTY OF PALM BEACH


The foregoing instrument was acknowledged before me this 15<sup>th</sup> 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.

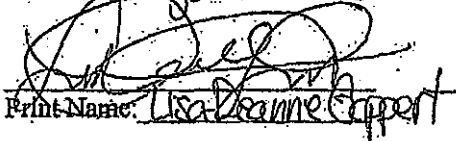
(Seal)

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

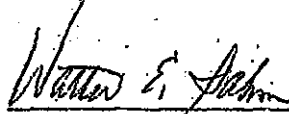


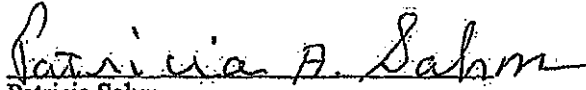
**WITNESSES:**

  
Print Name: Angela M. Lawrence

  
Print Name: Lisa Deanne Expert

**MORTGAGEE:**

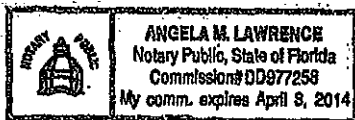
  
Walter E. Sahn

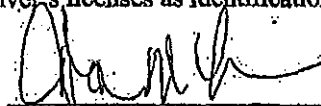
  
Patricia Sahn

STATE OF FLORIDA  
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahn and Patricia Sahn. 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.: 00977258