

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

CASE NO.: 50-2018-CA-002317-XXXX-MB

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendant

**PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT FOR
FORECLOSURE**

Plaintiffs, WALTER E. SAHM, an individual, and PATRICIA SAHM, an individual, by and through their undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.190, hereby file their Motion for Leave to File Third Amended Complaint, and as grounds in support thereof, state:

1. Plaintiff seeks to amend to add Defendants BRIAN O'CONNELL, AS SUCCESSOR PERSONAL REPRESENTATIVE OF THE ESTATE OF SIMON L. BERNSTEIN, who is now deceased and was the second mortgage holder to the subject property; ALEXANDER BERNSTEIN, ERIC BERNSTEIN, MICHAEL BERNSTEIN, MOLLY SIMON, PAMELA B. SIMON, JILL IANTONI, MAX FRIEDSTEIN, LISA FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND

RESTATED, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, INDIVIDUALLY AND AS NATURAL GUARDIANS OF JOSHUA, JAKE AND DANIEL BERNSTEIN who are known tenants of the property Plaintiff seeks to foreclose upon.

2. Florida Rule of Civil Procedure 1.190(a) provides that when a party moves to amend its pleadings, “[l]eave of court shall be given freely when justice so requires.”
3. It is well-settled Florida law that leave to amend should not be denied unless the privilege has been abused, there is prejudice to the opposing party, or the amendment would be futile.” Life Gen. Sec. Ins. v. Horal, 667 So.2d 967, 969 (Fla. 4th DCA 1996).
4. In addition, “the public policy in Florida favors liberality in permitting amendments to pleadings so that the resolution of disputes will be on their merits.” Dimick v. Ray, 774 So.2d 830, 833 (Fla. 4th DCA 2000).
5. Plaintiffs seek to amend in good faith and not for the sole purpose of delay.
6. A copy of Plaintiffs’ proposed Third Amended Complaint is attached to this Motion and marked as “Exhibit A”.

WHEREFORE, Plaintiffs WALTER E. SAHM and PATRICIA SAHM, respectfully request the Court to enter an Order GRANTING Plaintiff’s Motion for Leave to File Third Amended Complaint, and to deem the Third Amended Complaint filed as of the date that the Court enters said Order.

Respectfully submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.

Attorneys for Plaintiff/Counter-Defendant

4800 N. Federal Highway, Suite B105

Boca Raton, Florida 33431

Telephone (561) 392-1230

Email: pleadings@sweetapplelaw.com

By: /S/ Robert A. Sweetapple
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal this 18th day of June, 2019 to: Eliot Ivan Bernstein, 2753 NW 34th St., Boca Raton, FL 33434, (iviewit@iviewit.tv); Brian O'Connell, Esq., and Ashley Crispin Ackal, Esq., O'Connell & Crispin, PLLC, 420 Royal Palm Way, Palm Beach, FL 33480 (boconnell@ocalawyers.com; acrispinackal@ocalawyers.com).

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

CASE NO.: 50-2018-CA-002317-XXXX-MB

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC,
BRIAN O'CONNELL, AS SUCCESSOR PERSONAL REPRESENTATIVE OF THE ESTATE
OF SIMON L. BERNSTEIN;
ALEXANDRA BERNSTEIN,
ERIC BERNSTEIN,
MICHAEL BERNSTEIN,
MOLLY SIMON,
PAMELA B. SIMON,
JILL IANTONI,
MAX FRIEDSTEIN,
LISA FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN
REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND
RESTATED;
ELIOT BERNSTEIN, AND CANDICE BERNSTEIN, INDIVIDUALLY AND AS NATURAL
GUARDIANS OF MINOR CHILDREN JO., JA. AND D. BERNSTEIN; AND
ALL UNKNOWN TENANTS.

Defendants

PLAINTIFFS' THIRD AMENDED 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, BRIAN O'CONNELL, AS SUCCESSOR PERSONAL
REPRESENTATIVE OF THE ESTATE OF SIMON L. BERNSTEIN; ALEXANDRA
BERNSTEIN, ERIC BERNSTEIN, MICHAEL BERNSTEIN, MOLLY SIMON, PAMELA B.

SIMON, JILL IANTONI, MAX FRIEDSTEIN, LISA FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED; ELIOT BERNSTEIN, AND CANDICE BERNSTEIN, INDIVIDUALLY AND AS NATURAL GUARDIANS OF MINOR CHILDREN JO., JA. AND D. BERNSTEIN; AND ALL UNKNOWN TENANTS 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*.

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

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.

7. BRIAN O’CONNELL, AS SUCCESSOR PERSONAL REPRESENTATIVE OF THE ESTATE OF SIMON L. BERNSTEIN is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*, and is serving as the personal representative of the estate of Simon Bernstein, who was the second mortgage holder of the subject property.

8. ALEXANDRA BERNSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

9. ERIC BERNSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

10. MICHAEL BERNSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

11. MOLLY SIMON, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED

AND RESTATED is an individual residing in Tuscon, Arizona, and all times material was *sui juris*.

12. PAMELA B. SIMON, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Chicago, Illinois, and all times material was *sui juris*.

13. JILL IANTONI, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Highland Park, Illinois and all times material was *sui juris*.

14. MAX FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

15. LISA FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

16. ELIOT BERNSTEIN, INDIVIDUALLY AND AS NATURAL GUARDIANS OF MINOR CHILDREN JO., JA. AND D. BERNSTEIN; AND ALL UNKNOWN TENANTS BERNSTEIN is a known tenant of the subject property, and is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

17. CANDICE BERNSTEIN, INDIVIDUALLY AND AS NATURAL GUARDIANS OF OF MINOR CHILDREN JO., JA. AND D. BERNSTEIN, is a known tenant of the subject property, and is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

18. All UNKNOWN TENANTS (“Tenants”) who are unidentified but are either residing on the subject property or may claim an interest in the subject property, as a spouse, heir, devisee, grantee, or other name, are joined as defendants, and whose interest is subordinate, junior, and inferior to Plaintiff’s interest.

COUNT I – FORECLOSURE OF MORTGAGE

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

20. 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”.

21. 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”.**

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

23. 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”.**

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

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

26. Defendant BRIAN O'CONNELL, THE PERSONAL REPRESENTATIVE OF THE ESTATE OF SIMON L. BERNSTEIN is serving as the personal representative of the estate of Simon Bernstein, who was the second mortgage holder.

27. The Second Mortgage was recorded on September 4, 2008 in the Public Records of Palm Beach County, Florida: OR Book 22841, Page 1818.

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

29. 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.

30. As of the date of the filing of this Amended complaint, BFR owes the Sahms at least \$235,898.94, including \$110,000.00 in principal, \$102,838.00 in interest and default interest, \$23,060.94 in taxes paid by the Sahms, exclusive of both attorney's fees and costs.

31. The Defendants' interests in the land is subordinated to the mortgagee's.

WHEREFORE, Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, pray for a final judgment of foreclosure against Defendants BERNSTEIN FAMILY REALTY, LLC, a Florida Limited Liability Company, BRIAN O'CONNELL, AS SUCCESSOR PERSONAL REPRESENTATIVE OF THE ESTATE OF SIMON L. BERNSTEIN; ALEXANDRA BERNSTEIN, ERIC BERNSTEIN, MICHAEL BERNSTEIN, MOLLY SIMON, PAMELA B. SIMON, JILL IANTONI, MAX FRIEDSTEIN, LISA FRIEDSTEIN, INDIVIDUALLY AND TRUSTEES OF THE SIMON L. BERNSTEIN REVOCABLE TRUST AGREEMENT DATED MAY 20, 2008, AS AMENDED AND RESTATED; ELIOT BERNSTEIN, AND CANDICE

BERNSTEIN, INDIVIDUALLY AND AS NATURAL GUARDIANS OF MINOR CHILDREN
JO., JA. AND D. BERNSTEIN; AND ALL UNKNOWN TENANTS:

- 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.

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. Plaintiff hereby exercises that entitlement and prays for its attorney's fees and costs.

Respectfully submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
Attorneys for Plaintiff/Counter-Defendant
4800 N. Federal Highway, Suite B105
Boca Raton, Florida 33431
Telephone (561) 392-1230
Email: pleadings@sweetapplelaw.com

By: /S/ Robert A. Sweetapple
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal this 18th day of June, 2019 to: Eliot Ivan Bernstein, 2753 NW 34th St., Boca Raton, FL 33434, (iviewit@iviewit.tv); Brian O'Connell, Esq., and Ashley Crispin Ackal, Esq., O'Connell & Crispin, PLLC, 420 Royal Palm Way, Palm Beach, FL 33480 (boconnell@ocalawyers.com; acrispinackal@ocalawyers.com).

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.

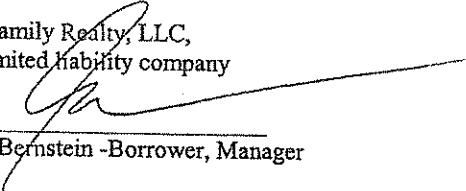
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

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.

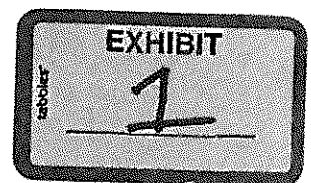
Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

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.





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

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. Bock, 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. Sahn and Patricia Sahn, 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.

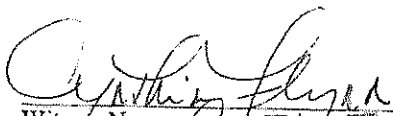
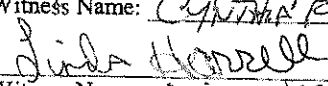
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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

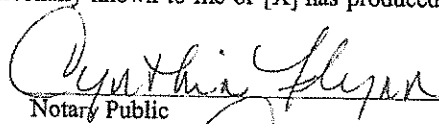
Bernstein Family Realty, LLC, a Florida limited liability company

By: 
Simon Bernstein, Manager

State of Florida
County of Palm Beach

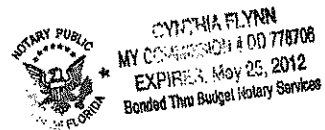
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

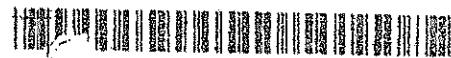

Notary Public

Printed Name: CYNTHIA FLYNN

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 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

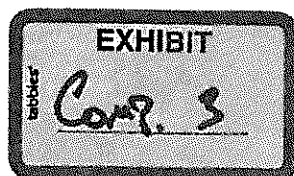
WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

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:

D Banks
Print Name: Diana Banks

Shari Dunham
Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

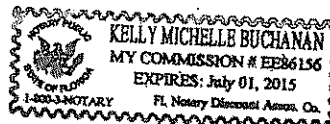
By: [Signature]
Simon Bernstein, Manager

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.

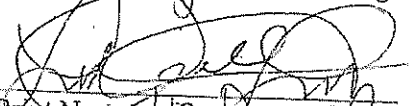
(Seal)

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

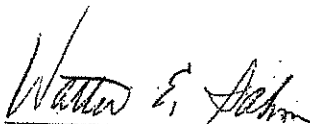



WITNESSES:


Print Name: Angela M. Lawrence


Print Name: Lisa Kanne

MORTGAGEE:

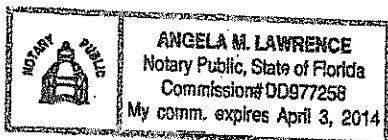

Walter E. Sahn

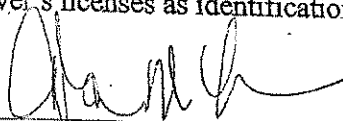

Patricia Sahn

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 3, 2014
Commission No.: DD977258