

6/3/13

Representative Copy
BERNSTEIN Family Realty, LLC
950 Peninsula Corporate Center, #3010
Boca Raton, FL 33487

RE: SECOND ANNIVERSARY of MORTGAGE AND PROMISSORY NOTE AMENDMENT ON
RESIDENCE AT 2753 N.W. 34th St., Boca Raton, FL Effective June 19, 2013

Dear Sirs,

Referencing the amendment to the original note, we offer the (3) options:

1) ☐ Pay the Loan balance of \$110,000 + (1) one year's interest (\$110,000 X .035) = \$3850 = \$113,850;

2) ☐ Pay the interest due for this renewal year only (\$110,000 X .035) = \$3850.

3) ☐ Pay NO (ZERO) INTEREST ON PRINCIPAL THIS YEAR AND ALLOW THE INTEREST TO ACCRUE AND COMPOUND UNTIL THE final BALLOON payment is due June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ MORTGAGE AGENT

Walter E. Sahn, Jr.

X _____ MORTGAGEE

Patricia A. Sahn

X _____ REPRESENTATIVE

_____ PRINT NAME

Bernstein Family Realty, LLC

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

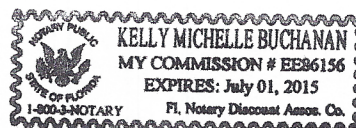
By: *[Signature]*
Simon Bernstein, Manager

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: 1-1-2015
Commission No.: EE 86156

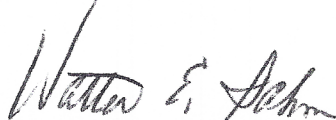


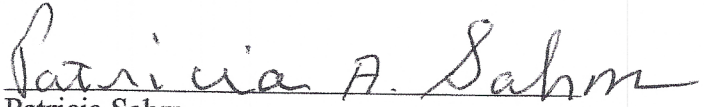
WITNESSES:


Print Name: Angelan Lawrence


Print Name: Lisa Joanne Eppert

MORTGAGEE:

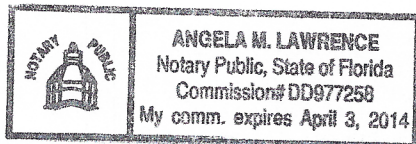

Walter E. Sahm

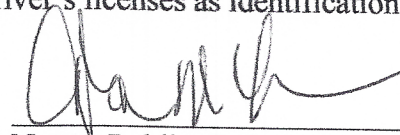

Patricia Sahm

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 3, 2014
Commission No.: DD977258

Eliot Ivan Bernstein

From: Eliot Bernstein <iviewit@gmail.com>
Sent: Friday, October 4, 2013 4:46 PM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com); Hunt Worth ~ President @ Oppenheimer Trust Company (Hunt.Worth@opco.com)
Cc: "tourcandy@gmail.com" (tourcandy@gmail.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements
Attachments: 20131004 Oppenheimer Bills and Reimbursements low.pdf

Hi Janet and Hunt ~ I have attached in the pdf file the list of all the monthly bills and expenses for the children and invoices and receipts for each to be paid by the trustee of the three children's trust and Manager of Bernstein Family Realty LLC, which I believe is still you, I have received no paperwork to show any changes. The total amount we paid was \$5,966.20 for reimbursement and there is now \$27,000.39 outstanding bills that must be paid immediately in certain cases some are due within 72 hours (see report attached notes section on first page). As we are unclear of who is now in charge of the trusts and the LLC and how the changed occurred or why, please make sure that these get paid by whomever you designated and however you designated them, as far as I am concerned Oppenheimer still appear as the trustee and manager. I have sent you transcripts of a probate court hearing whereby SPALLINA and TED were told by the Judge that he should read them their Miranda Rights, based on the admitted and acknowledged crime of fraudulently notarized and forged documents in the estate, a fraud on the Court whereby my father Simon, who was deceased, notarized documents and closed an estate months after he passed. In light of this and the fact that you sent me unsigned trust agreements repeatedly and court orders on certain of the accounts authorizing Oppenheimer that are improperly notarized, well it is all starting to look a bit suspicious of what is going on. Further, we were contacted by Walt Sahm who has been owed interest on the home owned by Bernstein Family Realty LLC that you allegedly are Manager for and that has not been paid for months while you were in charge (similar to months that you let the home go without homeowners insurance, especially in light of Mr. Sahm's loan with Bernstein Family Realty LLC, forcing this man to get counsel and begin to foreclose on the home for interest unpaid and no one at Bernstein Family Realty LLC responding to his repeated oral and written demand for payment on his loan. As you can see from his letters attached from Mr. Sahm in the bill section of the attached PDF file he has been trying to get paid by SPALLINA and TED who claim instead to be Bernstein Family Realty LLC trustees for now several months to him, which contradicts your claim and it appears bizarre that you as trustee are not in possession and knowledge of this impending foreclosure and loan on the LLC you manage for the 3 minor children, all this appears furthered by your mismanagement as trustees. The other issues about using these school trust funds to pay living expenses until Spallina was to replenish and replace any funds and then your abandoning them when Spallina refused to repay the trusts seems also careless mismanagement but may also be construed as Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the trusts, managers of the LLC and trust and LLC counsel. I am presuming that since you are taking orders from Spallina for unknown reasons in using the children's school trust funds that Tescher and Spallina P.A. authorized that you are also using them as your counsel in these matters, as they have authorized and directed you according to your letters on how to spend and manage the funds, etc. Since these bills are now coming past due from this month and last month and the refusal to replenish and replace them is causing a CRISIS, if these problems are not rectified instantly by the trustees of the trusts and managers of Bernstein Family Realty LLC, which until an unknown time was Oppenheimer we will have to notify the Courts and criminal authorities of your further involvement in attempting to bleed these funds and leave three minor children without SCHOOL, LIVING EXPENSES and MORE based on your actions and in conjunction with Spallina and Ted Bernstein that are suspect and perhaps criminal. Please let me know instantly what your intent is.

Thanks, Eliot

Eliot I. Bernstein
Inventor
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Boca Raton, Florida 33434-3459
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iviewit@iviewit.tv
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