IN THE CIRCUIT COURT OF THE I5TH 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.

Defendants

NOTICE OF EXHIBIT

1. Exhibit "A" attached

CERTIFICATE OF SERVICE

WE DO CERTIFY, that a copy of the foregoing has been furnished electronically with the Clerk of Courts by using the EPORTAL system to all parties of record in the pending case to include: ROBERT SWEETAPPLE, ESQ. bsweetapple@sweetapplelaw.com

3-2-2022
Dated

/s/Leslie Ferderigos
Leslie Ferderigos, Esq.
Leslie Ann Law, PA
Bar No.:0127526
941 N. Orange Ave
Winter Park, Fl 32789
(t) 407-969-6116
leslie@leslieannlaw.com

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This letter is a text transcription of the hand written letter on the next page.

9/22/13

Dear Eliot and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You can see that he paid the first renewal interests as of June, 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June 2013. He told me he would refer everything to Spallina (SP, Spallina and Tescher, SP?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage and terms. Apparently Nothing!

For your edification, I've instructed Mr. Cappeller to take no action until we see if there is any movement on their part to honor the mortgage terms what is a shame is that your mom put $90,000 + of renovations into your home and now this insane greed interfamilial in-fighting is occurring. I feel very badly for you both and your family. Si and Shirley would be mortified.

Eventually, I'll have to take some action. However, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally remedied. What a bitch you're going through!

Best regards and wishes,

Walt Sahm for Pat Sahm as well

(cell) 561-373-1126

(h) 352-751-2632

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9/22/13

Dear Clint and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You confirm that he paid the first Renewal interest as of June, 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June, 2013. He told me he would refer everything to Spallina (Si) & Tescher (Sp?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently nothing!

For your edification, I've instructed Mr Cappeller to take no action until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put $90,000+ of renovations into your home & now this insane, greed, intrafamilial in-fighting is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, I'll have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,
Walt Sahm for Pat Sahm
as well
(Cell) 561-373-1125
(H) 352-751-2632

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This letter is a text transcription of the hand written letter on the next page.

6/3/13- COPY

Mr. Ted Bernstein, Pres
Life Insurance Concepts, Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striving forward in their academic and or vocational pursuits. Several must be graduated from college by now.

If you'll recall we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future mortgage renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now being handled by the attorneys for the Shirley and Simon Bernstein Estates. Do I still send the mortgage note renewal to you and, then, you'll send it on to the estate representative? I'll presume that this is the case.

This is the next-to-last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candace will be able to obtain a mortgage if necessary? It was originally Si's stated intention to utilize his and your mother's personal annual exclusions payable to Candy, Elliott and their three children over two years to provide the $110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "manager" of the Bernstein Family Realty, LLC? One last request, Ted, would you have the estate Representative mail us a copy of the current "Proof of Insurance?" Thanks for your attention to this request. Stay Healthy!

Best wishes,
Walt
pjpaws@embarqmail.com
(Cell) 561-373-1126
(H) 352-751-2632

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6/3/13

Mr. Ted Bernstein, Pres
Life Insurance Concepts Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striving forward in their academic and/or vocational pursuits. Jared must be graduated from College by now.

If you'll recall, we spoke one evening before the Mother re: what I was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. Do I still send the mortgage note renewal to you and, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliot and Candy will be able to obtain a mortgage in one escrow? It was originally his stated intention to utilize his and your mother's personal annual exclusions payable to Candy, Elliot and their three children over two years to provide the $110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a copy of the current "Proof of Insurance"? Thanks for your attention to this request. Stay healthy!

Best wishes,
Walt
Pat
Pats@embarqmail.com
(C) 561-[illegible]
(H) 352-251-2632

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NC 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

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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.

CAPPELLER LAW
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD
SUITE 303
BOCA RATON, FLORIDA 33432

JOHN M. CAPPELLER, JR., P.A.
JCAPPELLER@CAPPELLERLAW.COM

TELEPHONE 561-620-2599
FACSIMILE 561-620-2565

June 20, 2012

Mr. and Mrs. Walter Sahm
8230 SE 177th Winterthru Loop
The Villages, FL 32162

Re: Amendment to Mortgage and Promissory Note

Dear Mr. and Mrs. Sahm:

Enclosed, please find your originally signed and recorded Amendment to Mortgage and Promissory Note.

Please call with any questions.

Very truly yours,

John M. Cappeller, Jr.

JMC:az
Enclosures

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6/3/13 - COPY

This letter is a text transcription of the hand written letter on the next page.

_____, Representative

Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, # 3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at

2753 NW 34th St., Boca Raton, FL Effective June 19, 2014

Dear Sirs,

Referencing the amendment to the original note, we offer three (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 payments are due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappeller, 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 retain a copy to use in the enclosed, self-addressed envelope? Please print your name clearly under your signature.

Thank you,

X_____, mortgagee,

Walter E. Sahm, Jr.

X_____,mortgagee,

Patricia A. Sahm

X_____,Representative

_____Print Name,

Bernstein Family Realty, LLC

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6/3/13

_____, Representative Copy
Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2012.

Dear Sir:

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 _____ Mortgagor
Walter E. Sahm, Jr.

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

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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

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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

MORTGAGOR:

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 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.: EE 86156

KELLY MICHELLE BUCHANAN
MY COMMISSION # EE86156
EXPIRES: July 01, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

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WITNESSES:

Print Name: Angela M. Lawrence

Print Name: Lisa Deanne Coppert

MORTGAGEE:

Walter E. Sahm

Walter E. Sahm

Patricia A. 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

ANGELA M. LAWRENCE
Notary Public, State of Florida
Commission# DD977258
My comm. expires April 3, 2014

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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

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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 where 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
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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