

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

Walter Sahm, and Patricia Sahm, CASE NO.: 50-2018-CA-002317-XXXXMB  
-against-  
Bernstein Family Realty, LLC et al.

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**EXHIBIT 1**

**Case Number: 50-2018-CA-002317-XXXX-MB**

**Case Style: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

**FILED ON MARCH 30, 2022 DE NO. 139**

**PARTIAL EXCERPT ELIOT BERNSTEIN FILING IN SIMON  
BERNSTEIN ESTATE OCTOBER 2013 SHOWING FORECLOSURE ON  
HOME USED AS EXTORTION AND SEPTEMBER 2013 HANDWRITTEN  
LETTERS OF WALTER AND PAT SAHM, SR TO ELIOT BERNSTEIN  
AND CANDICE BERNSTEIN SHOWING WALT SAHM “HOLDING OFF”  
AND WORKING WITH ELIOT BERNSTEIN AND REFERRING TO THE  
PROPERTY AS “YOUR HOME” TO ELIOT AND CANDICE AFTER  
JUNE 2013 HANDWRITTEN LETTER WALT SAHM TRYING TO GET  
INFORMATION FROM TED BERNSTEIN AS TO WHO IS MANAGING  
BFR, LLC. AFTER SIMON BERNSTEIN PASSING AND WALT SAHM  
KNOWING PAYMENT OF THE NOTE WAS TO COME FROM OTHER  
MONIES OF SIMON AND SHIRLEY BERNSTEIN**

**DOCUMENTS MAINTAINED AS BUSINESS RECORDS BY ELIOT  
BERNSTEIN IN THE ORDINARY COURSE OF BUSINESS**

**EXHIBIT 1.530**

CASE NO.: 50-2018-CA-002317

Sahm Foreclosure v BFR, LLC et al

SEE WALT AND PAT SAHM HANDWRITTEN LETTERS TO ELIOT AND CANDICE BERNSTEIN AND TED BERNSTEIN FROM 2013 ENTERED AS EXHIBIT 6 IN OCT. 2013 FILING BEFORE JUDGE MARTIN COLIN IN THE SIMON ESTATE CASE - SAHM LETTERS SHOW ELIOT-CANDICE INTEREST IN THE HOME, SAHM KNEW IDENTITIES. SAHM HAVING PROBLEMS WITH TED BERNSTEIN, TESCHER -SPALLINA GETTING PAID ON MORTGAGE ETC.

NOT A CERTIFIED COPY

OCT 10 2013

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

SHARON R. BOCK  
CLERK & COMPTROLLER  
PALM BEACH COUNTY

IN RE: THE ESTATE OF

CASE NO. 502012CP004391XXXXSB

SIMON BERNSTEIN,

NOTICE OF MOTION

Deceased

HON. JUDGE MARTIN H. COLIN

\_\_\_\_\_  
ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,  
ASSOCIATES AND OF COUNSEL),  
ROBERT L. SPALLINA, ESQ., PERSONALLY,  
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,  
DONALD R. TESCHER, ESQ., PERSONALLY,  
DONALD R. TESCHER, ESQ., PROFESSIONALLY,  
THEODORE STUART BERNSTEIN, INDIVIDUALLY,  
THEODORE STUART BERNSTEIN, AS ALLEGED  
PERSONAL REPRESENTATIVE,  
THEODORE STUART BERNSTEIN, AS ALLEGED  
TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,  
THEODORE STUART BERNSTEIN, AS ALLEGED  
TRUSTEE AND SUCCESSOR TRUSTEE,  
PROFESSIONALLY  
JOHN AND JANE DOE'S (I-5000)

RESPONDENTS

ADDITIONAL RESPONDENTS TO BE ADDED

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR  
HIS CHILDREN,  
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A  
BENEFICIARY,  
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER  
CHILDREN,  
JILL MARLA IANTONI, INDIVIDUALLY AS A  
BENEFICIARY,

<b>EXHIBIT 5 - SEPTEMBER 27, 2013 – OCTOBER 07, 2013 LETTER EXCHANGE ELIOT AND OPPENHEIMER .....</b>	<b>215</b>
<b>EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND SPALLINA.....</b>	<b>216</b>
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<b>EXHIBIT 10 - COPY OF THE COMPLETE 2012 IMPROPERLY NOTARIZED SIMON BERNSTEIN WILL.....</b>	<b>220</b>

NOT A CERTIFIED COPY

requests, a common thread of their Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by the alleged fiduciaries of the estate and estate counsel .

See **EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND SPALLINA.**

362. That Sahm stated that he retained an attorney and they refused to even contact his Attorney at Law to arrange payment and he felt like TSPA, SPALLINA and TED et al. were trying to force him to foreclose on the home through their continued ignoring of his requests. Sahm further stated that he was aware when he sold the home to SIMON, that SIMON and SHIRLEY were so happy to get ELIOT and his children a home and worked to make sure no creditors of ELIOT or those he was involved in a RICO action against, could use dubious tactics to take the home and he did not want to file a foreclosure without first talking directly to CANDICE and ELIOT as indicated in his letter. That Sahm in his letter states that what is going on to harm ELIOT and his family would leave SIMON and SHIRLEY **"MORTIFIED."**

363. That SIMON put a Balloon Mortgage apparently to himself of approximately \$365,000.00 to further secure the home, on top of Sahm's \$100,000.00 carry over loan that was left over from the sale of the home by Sahm to SIMON, when SIMON bought Sahm's long established business from him. That this made loans and mortgages against the home to Sahm and SIMON approximately \$465,000.00 and where the home was only purchased for \$360,000.00? Unless one understands the nature of what was happening to ELIOT and his family, including a CAR BOMBING of his family's minivan in Del Ray Beach, FL and why these elaborate steps were taken to protect his family by SIMON and SHIRLEY, the

A handwritten signature in black ink is written over a circular stamp. The stamp contains a fingerprint or a similar circular pattern. The signature is slanted and appears to be a name.

transactions make no sense and these reasons are further defined herein and in Petition 1, Section "The Elephant in the Room."

364. That for months, TSPA, SPALLINA, TESCHER and TED et al. claimed to ELIOT that he should stop making problems or they would foreclose on his home using the Balloon Mortgage to SIMON and then later that Sahm was threatening foreclosure and he better hurry and sign off on all the fraud to get monies or he and his family would be homeless soon, despite the fact that SPALLINA originally told ELIOT that SIMON'S loan was to be waived by the estate, thrown in the garbage, as it was a sham note to protect the home that he could easily waive if ELIOT cooperated.

365. That SPALLINA informed YATES that there was imminent foreclosure from Sahm and SIMON as well and that she should advise ELIOT to take the money from an insurance beneficiary and trust fraud scheme to convert a policy owned on SIMON that ELIOT refused to partake in, on advice that the insurance scheme appeared an artifice to defraud, see **EXHIBIT 7 - ELIOT ANSWER AND COUNTER CLAIM TO JACKSON NATIONAL LAWSUIT @ [www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf](http://www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf)**, hereby incorporated by reference in entirety, and in Petition 1.

366. That SPALLINA and TED claimed that ELIOT either sign the proposed sham trust agreement for the policy to pay off Sahm's and SIMON'S notes or else they would take from ELIOT and his children's inheritance the amount of the sham Balloon Mortgage, that is also legally defective in the documents for a variety of reasons and make sure ELIOT and his children would be left with nothing and SIMON and Sahm would foreclose on his children's home and leave them homeless. Of course, a foreclosure by SIMON and Sahm

is what SPALLINA and TED claim are the wishes and desires of SIMON, SHIRLEY and Sahm and one need only read Sahm's letter exhibited herein to know that nothing could be further from the truth.

367. That in fact Sahm claims that he has been trying to get payment or even accrual of payment of interest on his note agreed to with the managers of Bernstein Family Realty LLC, who he was led to believe was either SPALLINA or TED, when in fact it was Oppenheimer until just recently and they never told Sahm the truth of who was Manager of the LLC and they then blew off Sahm's calls and letters and even contact by his attorney he had to hire and tried apparently to leave Sahm with no choice but to foreclose over \$3,800.00 or even \$0.00 if they chose to accrue the interest. These acts further support ELIOT'S claims in Petition 7 of extortion through threatened foreclosure.

368. That almost all of the necessary documents used to attempt to effectuate changes in beneficiaries in both SIMON and SHIRLEY'S estates are defective and legally should be null and void and now appear to be part of a much more dubious set of criminal acts.

369. That after some bantering from Your Honor at the Hearing of why ELIOT refuses to take money from a Condominium sale that he alleges took place using fraudulent documents with fraudulent fiduciary powers and is converting monies from the proper beneficiaries, interesting things were learned that could help alleviate the financial burdens being intentionally heaped upon ELIOT and his family by estate counsel.

**A RATIONALE AND IMMEDIATE SOLUTION TO THE EMERGENCY RELIEF REQUESTED FOR ELIOT, CANDICE AND THEIR CHILDREN UNTIL THE COURT CAN DETERMINE THE EFFECTS OF FRAUD ON THE BENEFICIARIES AND FRAUD ON THE COURT ADMITTED TO BY ESTATE COUNSEL ALREADY**

  
Page 172 of 220

Motion to Compel and More

**EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND  
SPALLINA**

NOT A CERTIFIED COPY



9/22/13

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

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

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 can see 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 (S) & Tescher (Sp?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they intend 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 you have put \$90,000+ of renovations into your home & now this insane greedy intrafamilial fight is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, you 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 Lahn for Pat Lahn  
AS well

(Cell) 561-373-1125  
(H) 352-751-2632

6/3/13- COPY

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

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

6/3/13

Mr. Ted Bernstein, Pres  
Life Insurance Concepts, Inc.  
250 Peninsula Corporate Center, #300  
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 striding 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 handled by the attorneys for the Shirley and Armin 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 will be sending. Next year, if not sooner, will like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? It was originally Li'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"? Thank you for your attention to this request. Stay healthy!

Best wishes,

Walt

Pat [pat@embargmail.com](mailto:pat@embargmail.com)  
P.O. Box 311, 33411  
(407) 352-2511-2632

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

**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.**

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 177<sup>th</sup> 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

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 34<sup>th</sup> 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 ( $\$110,000 \times .035 = \$3850 =$   
\$113,850);
- 2.) \_\_\_\_\_ Pay the interest due for this renewal year only ( $\$110,000 \times .035 = \$3850$ )
- 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

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 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 YEARLY 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 \_\_\_\_\_ REALTOR AS.

WALTER E. Salm, JR.

X \_\_\_\_\_ MORTGAGE

Patricia A. Salm

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 Durham*  
Print Name: Shari Durham

**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 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)

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



**EXHIBIT 2**

**Case Number: 50-2018-CA-002317-XXXX-MB**

**Case Style: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

**FILED ON MARCH 30, 2022 DE NO. 140**

**SWORN STATEMENT OF WILLIAM STANSBURY LONG TIME FRIEND  
OF WALT SAHM WHO CONFIRMS THE NOTE TO WALT SAHM WAS  
SUPPOSED TO BE PAID OFF IMMEDIATELY AFTER SIMON  
BERNSTEIN PASSING BY OTHER INCOME STREAM FROM SIMON  
AND SHIRLEY BERNSTEIN NOT ELIOT BERNSTEIN FAMILY AND  
SONS AND ELIOT AND CANDICE BERNSTEIN WOULD ENJOY THE  
HOME FOR AS LONG AS THEY CHOSE AS DEDICATED FUNDS TO  
PAY THE NOTE TO WALT SAHM**

**EXHIBIT**

CASE NO.: 50-2018-CA-002317

Sahm Foreclosure v BFR, LLC et al

SWORN STATEMENT OF WILLIAM J. STANSBURY

NOT A CERTIFIED COPY

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.

Defendants

---

SWORN STATEMENT OF WILLIAM E. STANSBURY  
WALTER AND PATRICIA SAHM PROPERTY SALE

1. My name is William E. Stansbury and I make this Statement under oath about matters within my own personal knowledge and belief about the circumstances of the sale of real property by Walter and Patricia Sahn involving Simon Bernstein and related parties.
2. I live in Boynton Beach, Florida where I have resided for approximately 16 years.
3. I have worked as a professional in the Life Insurance industry for approximately 45 years which is how I came to know Walter Sahn and

Simon Bernstein and their respective wives Patricia Sahm and Shirley Bernstein.

4. I came to know the Plaintiffs Walter and Patricia Sahm quite a few years before meeting and working with Simon Bernstein, first meeting Walter Sahm around 1984. Prior to meeting Walt, I had been appointed as the Agency Manager for John Hancock Insurance Company covering Palm Beach, Martin, Indian River, and St. Lucie Counties. Prior to this appointment, I was employed by John Hancock in Pittsburgh, Pennsylvania. My new job required me to relocate to Boca Raton, Fl. I had recently earned the Chartered Life Underwriter (CLU) and Chartered Financial Consultant (ChFC) professional designations from the American College. Walt was the General Agent for Transamerica Insurance Company and a member of the Palm Beach County CLU, ChFC Association and he invited me to join the professional organization. I accepted his invitation to join, and we remained friends and professional colleagues ever since. This organization is now known as the Society of Financial Service Professionals, and it was my honor to serve two years as president.
5. For personal family reasons, I retired in 2000 from my position as John Hancock's Director of Agency Operations for the southeastern United States. By 2002 my family crisis had resolved, and I began looking for

something to do that would be in the field of insurance and estate planning.

In 2003, I had lunch with Ted Bernstein, and he shared with me that his father, Simon Bernstein, was in the insurance business, and had been introduced to a new estate planning strategy developed by the law firm of Kirkland and Ellis in Chicago. Ted asked me if I would like to speak with him about it. Simon and I met several times and we agreed that I would start working with his company – Life Insurance Concepts (LIC) located on Congress Avenue in Boca Raton, Fl. We generally enjoyed a strong and profitable relationship that ultimately resulted in me having a partnership interest in the business. Over time, I got to know his wife Shirley and learn things about their family through our business relationship.

6. In around 2007, Walt Sahm decided to retire from the position of General Agent for Transamerica. Walt had several long-term, key employees in his agency that he was concerned about if he left. LIC was doing very well and was looking for additional underwriting staff. I suggested that Walt and Simon meet to see what we could do at LIC for his staff. Walt discussed and finally agreed with Simon to move his staff to the same building and floor where LIC was located in Boca Raton. It was a win-win for both parties and, during this process, they got to know each other better. Walt mentioned to Simon that he would be selling his Boca Raton home and moving to the

Villages in Central Florida. At that same time, Simon and Shirley were looking to secure a home for their son Eliot to come live in with his wife Candice and three boys Joshua, Jacob, and Danny Bernstein. In addition to the layout of the house being perfect for the family, the home borders the St. Andrews School which Simon and Shirley thought would be a great choice for their grandchildren to attend. Simon agreed to facilitate the purchase of the house from Walt and Pat Sahm.

7. I recall how happy Shirley Bernstein was to know that her son Eliot and wife Candice and grandchildren would be living nearby, and it was always my understanding and belief from Simon that his son Eliot and his family would have that home to live in for as long as they ever chose.
8. By this time in 2008 I had developed a position of trust and respect with Simon Bernstein to such a degree that Simon Bernstein made me a named Successor Trustee in both his Irrevocable Trust of 2008 and his Revocable Trust of 2008, and I had also become a Trust Protector for Simon Bernstein's Delaware Asset Protection Trust.
9. While I did not know the "ins and outs" of what was going on with Eliot Bernstein and his Technology interests at that time, I knew enough from Simon Bernstein to know that he had a direct concern about protecting the home for his son Eliot Bernstein and family including Eliot's sons, the



grandchildren Josh, Jake, and Danny. The entire transaction for the purchase of the Sahm property was set up by Simon Bernstein as asset protection for the benefit of Eliot Bernstein and family - his wife Candice, and their sons.

10. Simon Bernstein shared with me that he had sufficient assets at that time to pay for the Sahm home in full. Both the Note and Mortgage to Walt and Pat Sahm for \$110,000.00 and the "Second Mortgage" from BFR, LLC back to Simon Bernstein were done specifically and only as asset protection to create an additional layer to protect the property against potential adversaries or creditors against Eliot. My recollection is that Walt and Pat agreed to accept interest only on the mortgage for a period of time and then the terms would be renegotiated.
11. Since I was Simon's business partner and friend, I knew from direct conversation with Simon that he had the more than enough assets to pay off in full the Note and Mortgage to the Sahms. I asked Simon directly what I was supposed to do if I was acting as Trustee regarding the 2 mortgages. I was instructed by Simon that, upon his death, to immediately pay off the Sahms in full plus applicable interest. I was also instructed to "tear up" the Second Mortgage as this was only created as an asset protection vehicle and no repayment or consideration was ever expected.

12. I further knew from direct conversations with Simon Bernstein that neither the payoff in full to the Sahms on the Note and Mortgage nor the “paper tiger” Second Mortgage were in any way to reduce or diminish the amounts Eliot Bernstein and Family would receive from the respective Estates and inheritance from Shirley or Simon Bernstein.
13. I asked Simon if I were no longer willing or able to serve as Trustee should I appoint one of his children, or spouses of children, as the successor trustee. Simon told me that under no circumstances was I to appoint any of his children, or their spouses, to have anything to do with any aspect of his estate. He told me that if that ever happened his family would be ruined forever.
14. My lawyer, Peter Feaman, filed a document in one of the court proceedings showing that Simon had drafted language to reflect this into his testamentary documents. Based upon the documents, it appears that none of Simon’s children should be acting as a Fiduciary over certain Trusts not only because they were considered predeceased in the documents, but because it was against his stated wishes.
15. I have no personal knowledge that either Shirley or Simon’s Estates or Trusts have even been properly accounted for to this day.

16. I have no knowledge that Simon Bernstein ever intended to change his Trust or Will to add back in Pam Simon or Ted Bernstein or their children. Neither Simon Bernstein nor his legal counsel ever came to me to advise me that I was being removed as Successor Trustee in any of his Trusts. I came to learn that Simon Bernstein revised his trust in July 2012 – approximately 2 months before he passed away. The revised document removed me as a successor trustee and added Donald Tescher and Robert Spallina. I was surprised to see this as I recall Simon telling me that he didn't care much for them. In retrospect it appears that Simon had good instincts. I believe that they were introduced to Simon Bernstein by Ted Bernstein.

17. I do know from direct office experience working with Simon Bernstein and his son Ted Bernstein that there did come a time in 2012 when the "tensions in the office" between Simon and Ted started to grow and I could hear loud heated arguments between the two.

18. Ultimately, from what I understand, these disputes between Ted and Simon grew to such an elevated level that Simon moved out of the office space he shared with Ted in the weeks before his passing.

19. These difficulties between Ted and Simon, I believe, also contributed to difficulties in me getting paid proper commissions and, ultimately, I

resigned my position in May 2012. Simon and I never had any discussions to that point that changed anything that I was instructed to do at his passing.

20. I was directly aware that Eliot's sons Joshua, Jacob and Danny's Trusts were the sole and only Members of BFR, LLC which owned the home and, while I am not a lawyer, I would understand clearly that the sons were beneficial owners of the property.
21. It is impossible to imagine that Walt Sahm did not know this and can only speculate that somehow his new counsel may not have filed papers correctly or share with Walt the actions being taken in the mortgage foreclosure action.
22. I do have knowledge just from conversation with Eliot Bernstein about how he had tried to get proper release of funds and assets so the Plaintiffs, Walt and Pat Sahm, could be satisfied and again from what I knew about the monies and assets held by Simon Bernstein at the time of his passing that this Note and Mortgage could have been paid off in full to the Sahms' years ago leaving Eliot, his wife and 3 boys in the home free and clear as his parents wished with an asset with equity value due to the location of the home near St. Andrews school in Boca Raton.

23. I make this Statement under oath to the best of my personal knowledge and have not been promised or threatened in any way to make this statement and do so willingly and voluntarily in a hope to shed light and clarity so proper resolution of interests may occur.

Dated: 3/7/2022

William E Stansbury  
William E. Stansbury

Sworn to before me this 7<sup>th</sup> day of  
March, 2022.

[Signature]  
NOTARY PUBLIC



STEVENS MILORD  
Commission # HH 133331  
Expires September 9, 2025  
Bonded Thru Budget Notary Services