

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

No.: 502014CP003698XXXXNB
Probate Division IA

TED BERNSTEIN, as Trustee of the
Shirley Bernstein Trust Agreement Case
dated May 20, 2008, as amended,

Plaintiff,

v.

ALEXANDRA BERNSTEIN; ERIC BERNSTEIN;
MICHAEL BERNSTEIN; MOLLY SIMON;
PAMELA B. SIMON, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; ELIOT BERNSTEIN,
individually, as Trustee f/b/o D.B., Ja. B. and Jo. B.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of his minor children D.B., Ja. B. and Jo.
B.; JILL IANTONI, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her Minor child J.I.; MAX
FRIEDSTEIN; LISA FRIEDSTEIN, Individually,
as Trustee f/b/o Max Friedstein and C.F., under the
Simon L. Bernstein Trust Dtd 9/13/12, and on behalf
of her minor child, C.F.,

Defendants.

/

EXHIBIT 2
On 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

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,

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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

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 , 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

**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 SIS 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 (Sp3). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of in full asking in essence, what they are doing to honor this mortgage agreement. 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 insidious greediness intrafamilial is fighting, is occurring. I feel very badly for you both & for your family. Dr. Shinkley 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 Fahn for PAT SAHN

AS well

(Cell) 561-373-1121

(H) 352-751-2632

6/3/13- COPY

This letter is a text
transcription of the hand
written 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, Pcs
Age Insurance Company, Inc.
750 Peninsula Corporate Center, # 300
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debbie 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 payments 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 Janice Bernstein estates. Do I still send the mortgage note revenue 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 payment 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 Elliott's stated intention to utilize his and your mother's personal financial resources 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. Do you know the person "Manager" of the Bernstein Family Realty, LLC? We last requested to. Would you have the estate Representative mail us a copy of the current "Proof of Insurance"? Thank you for attention to this request. Stay healthy!

Best wishes,

Walt

Pat.Patrc@embarqmail.com

407-202-451-2632



NC 159
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

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)

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

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

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

Refacing the amendment to the original Note, we offer the following options:

- 1) Pay the loan balance of $\$110,000 + (\$110,000 \times .035)$
 $= \$138,850$;
- 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 payment is due on June 19, 2014.
If you wish to pay the balloon plus interest prematurely, file direct with 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 us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ ^{Notarized}
WALTER E. Sahn, JR

X _____ MORTGAGE
Patricia A. Sahn

X _____ REPRESENTATION
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: *Simon Bernstein*

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)

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

