

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 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 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 you mom put \$90,000+ of RENOVATIONS into your home & now this insidious greedy intrafamilial in-fighting 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 you give 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 Sahn for Pat Sahn
AS well

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

6/3/12

Mr. Ted Bernstein, Pres
Life Insurance Concepts, Inc.
950 Peninsula Corporate Center, # 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 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 Arion Bernstein estates. Do I still send the mortgage note renewals 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 Candy will be able to obtain a mortgage, if necessary? It was originally Li's stated intention to obligate 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. Do you know 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 Paul@embargo@mail.com
P.O. Box 511 2012
W 352-251-2632

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 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 Sahn
8230 SE 177th Winterthru Loop
The Villages, FL 32162

Re: Amendment to Mortgage and Promissory Note

Dear Mr. and Mrs. Sahn:

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

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
WALTER E. SAHM, JR

X _____ MORTGAGE
PATRICIA A. SAHM

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

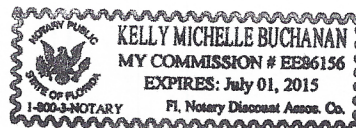
By: [Signature]
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

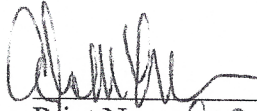
The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

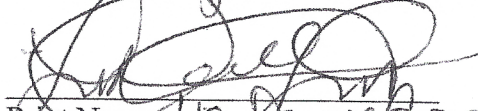
(Seal)

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



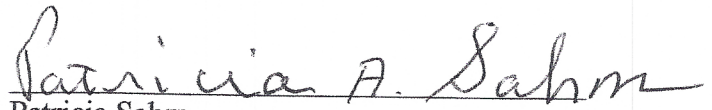
WITNESSES:


Print Name: Angelan Lawrence


Print Name: Lisa Deanne Goppert

MORTGAGEE:

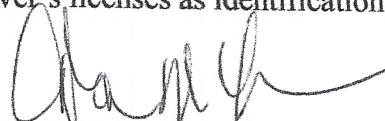

Walter E. Sahn


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: Angelan Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258

