

[Search](#) > [Account Summary](#) > [Bill Details](#)

Real Estate Account #01-3127-065-0010

Owner:

RICE INVESTMENTS INC

Situs:

2288 NW 34 ST

Miami 33142-5350

[Parcel details](#)

[Property Appraiser](#) 



[Get bills by email](#)

2024 Annual Bill

MIAMI-DADE COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem
Assessments

BILL

AMOUNT DUE

2024 Annual Bill

\$6,654.37

Add To Cart



[Print \(PDF\)](#)

Face Amt 6,331.54

Bid % 6.5

Bidder 128

Certificate #1616

Issued Year 2025

If received by:

Oct 31, 2025

Nov 26, 2025

Dec 31, 2025

Please pay:

\$6,654.37

\$6,654.37

\$6,654.37

Combined taxes and assessments: \$5,743.03

Amounts due subject to change without notice.

Mail payments payable to:
Miami-Dade Office of the Tax Collector
200 NW 2nd Avenue, Miami, FL 33128
(In U.S. funds from a U.S. Bank)
Funds must be available for immediate withdrawal.

Ad Valorem Taxes

MILLAGE	TAX
20.03320	\$4,983.03

Non-Ad Valorem Assessments

AMOUNT
\$760.00

Parcel Details

Owner:	RICE INVESTMENTS INC
Situs:	2288 NW 34 ST Miami 33142-5350
Account	01-3127-065-0010
Millage code	0100 - MIAMI
Millage rate	20.03320
Assessed value:	\$188,751
School assessed value:	\$370,776

2024 TAX AMOUNTS

Ad valorem:	\$4,983.03
Non-ad valorem:	\$760.00
Total Discountable:	\$5,743.03
Total tax:	\$5,743.03

LEGAL DESCRIPTION

CAMPS SUB PB 66-117 PARCEL 1 LOT SIZE 76.100 X 89 OR 18982-1991 01 1994 4 COC
25689-1759 0 ...

[View More](#)

LOCATION

Range:	41E
Township:	53S
Section:	27
Block:	10
Use code:	0802

Certificate #1616

This parcel has an issued certificate for 2024.

Advertised number:	1965
Face amount:	\$6,331.54
Issued date:	06/01/2025
Expiration date:	06/01/2032
Buyer:	Bidder number 128 MIKON FINANCIAL SERVICES INC AND OCEAN BANK 6405 NW 36 ST. SUITE 125 MIAMI, FL 33166
Interest rate:	6.5%

Miami-Dade County Tax Collector

Your transaction cannot be cancelled after you have checked out. Before checking out, please verify that you have added the correct items to your cart and that all of your information is correct.



[Search](#) > [Account Summary](#)

Real Estate Account #01-3127-065-0010

Owner:

RICE INVESTMENTS INC

Situs:

2288 NW 34 ST
Miami 33142-5350

[Parcel details](#)

[Property Appraiser](#)



[Get bills by email](#)

Amount Due

BILL	AMOUNT DUE
2024 Annual Bill	\$6,654.37

Add To Cart

[Print \(PDF\)](#)

Account History

BILL	AMOUNT DUE
2024	
2024 Annual Bill	\$6,654.37

[Print \(PDF\)](#)

[Certificate #1616](#)

2023	
2023 Annual	\$0.00

Bill

 [Print \(PDF\)](#)


Certificate #1549


Paid \$6,401.72

2022 Annual Bill

\$0.00



 [Print \(PDF\)](#)

2021 

2021 Annual


\$0.00

Bill

 [Print \(PDF\)](#)

Certificate #1466

Paid \$5,237.19

2020 

2020 Annual

\$0.00

Bill

 [Print \(PDF\)](#)


Certificate #1592


Paid \$4,992.36

2019 Annual Bill

\$0.00



 [Print \(PDF\)](#)

2018 

2018 Annual

\$0.00

Bill

 [Print \(PDF\)](#)

Refund Check #1118646


Paid \$3,506.51

2017 Annual Bill

\$0.00



 [Print \(PDF\)](#)

2016 

2016 Annual


\$0.00

Bill

 [Print \(PDF\)](#)

Refund Check #854049

Paid \$2,889.29

2015 

2015 Annual

\$0.00


2015 Annual
Bill

\$0.00

 [Print \(PDF\)](#)


Refund Check #710306

Paid \$2,502.03

2014 

2014 Annual
Bill

\$0.00

 [Print \(PDF\)](#)

Your transaction cannot be cancelled after you have checked out. Before checking out, please verify that you have added the correct items to your cart and that all of your information is correct.

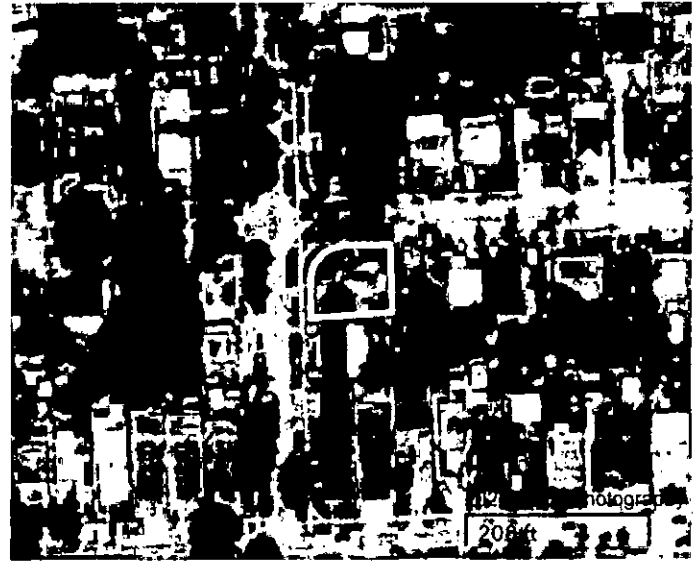


PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/24/2025

Folio 01-3127-065-0010
Property Address 2288 NW 34 ST
 MIAMI, FL 33142-0000
Owner RICE INVESTMENTS INC
Mailing Address 226 WEST SAN MARINO DR
 MIAMI BEACH, FL 33139
Primary Zone 5700 DUPLEXES - GENERAL
Primary Land Use 0802 MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS
Beds / Baths / Half 3 / 2 / 0
Floors 1
Living Units 2
Actual Area 1,728 Sq.Ft
Living Area 1,707 Sq.Ft
Adjusted Area 1,601 Sq.Ft
Lot Size 6,772.9 Sq.Ft
Year Built Multiple (See Building Info.)



ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$250,597	\$223,644	\$182,603
Building Value	\$142,613	\$142,721	\$142,828
Extra Feature Value	\$4,364	\$4,411	\$4,459
Market Value	\$397,574	\$370,776	\$329,890
Assessed Value	\$207,626	\$188,751	\$171,592

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$189,948	\$182,025	\$158,298

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
 CAMPS SUB PB 66-117
 PARCEL 1
 LOT SIZE 76.100 X 89
 OR 18982-1991 01 1994 4
 COC 25689-1759 05 2007 1

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$207,626	\$188,751	\$171,592
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$397,574	\$370,776	\$329,890
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$207,626	\$188,751	\$171,592
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$207,626	\$188,751	\$171,592

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
10/30/2013	\$80,600	28918-2562	Financial inst or "In Lieu of Foreclosure" stated
05/01/2007	\$275,000	25689-1759	Sales which are qualified
04/01/2006	\$200,000	25365-0905	Sales which are qualified
07/01/2005	\$0	24280-3805	Sales which are disqualified as a result of examination of the deed

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>



IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY, FLORIDA

CFN 2013R0916081
OR 8k 28918 Pgs 2562 - 2563 (2pgs)
RECORDED 11/19/2013 15:41:57
DEED DOC TAX 483.60
SURTAX 362.70
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

JPMORGAN CHASE BANK (NA)
Plaintiff(s) / Petitioner(s)
VS.
DIAZ, ELAINE
Defendant(s) / Respondents(s)

GENERAL JURISDICTION DIVISION
Case No: 12048323CA01
Section: 04
Doc Stamps: \$483.60
Surtax: \$362.70
Consideration: \$80,600.00

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that a Certificate of Sale was executed and filed in this action on October 30, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Miami-Dade County, Florida:

- SEE ATTACHMENT -

was sold to:
RICE INVESTMENTS, INC
226 West San Marino Drive
Miami Beach, FL, 33139

WITNESS my hand and the seal of this court on November 15, 2013.



Harvey Ruvín, Clerk of Courts
Miami-Dade County, Florida

FILED FOR RECORD
2013 NOV 18 AM 10:03
CLERK, CIRCUIT COURT
DADE COUNTY, FLA
CIVIL #112

CERTIFICATE OF TITLE

Case No: 12048323CA01

PARCEL NO. 1 OF CAMP'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 66, PAGE(S) 117, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA, EXCEPTING THEREFROM ANY PART OF THE AFORESAID PARCEL
NO. 1 OF CAMP'S SUBDIVISION, WHICH LIES WITHIN THE SOUTH 67.74 FEET OF LOTS 1
AND 2, OF BLOCK 1 OF EVERGREEN LAWNS, ACCORDING TO THE PLAT THEREOF, AS

RECORDED IN PLAT BOOK 11, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

Property address: 2288 NW 34TH ST, MIAMI, FL 33142

Prepared By and Return To:
Marlin Negrin
Fidelity National Title Insurance Company, Inc.
1241 South Military Trail, Suite E
West Palm Beach, Florida 33415

CFN 20070580764
OR Bk 25689 Pgs 1759 - 1760 (2pgs)
RECORDED 06/09/2007 10:35:27
DEED DOC TAX 1.650.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

File No. FTSOU17-FT0000000670

Property Appraiser's Parcel I.D. (folio) Number(s)
01-3127-085-0010

WARRANTY DEED

THIS WARRANTY DEED dated May 30, 2007, by Maria A. Torres, ^{*a single person} hereinafter called the grantor, to Elaine Diaz, ^{a single person} whose post office address is 7331 Orleans St., Hollywood, FL 33023, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Miami-Dade County, Florida, to wit:

Parcel No. 1 of CAMP'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 66, Page(s) 117, of the Public Records of Miami-Dade County, Florida, excepting therefrom any part of the aforesaid Parcel No. 1 of CAMP'S SUBDIVISION, which lies within the South 67.74 feet of Lots 1 and 2, of Block 1 of EVERGREEN LAWNS, according to the Plat thereof, as recorded in Plat Book 11, Page 12, of the Public Records of Miami-Dade County, Florida

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Marlin Negrin
(Print Name of Witness)

(Witness Signature)

Marlin Negrin
(Print Name of Witness)


Maria A. Torres

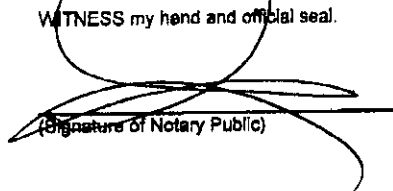
Address:
304 NW 136 PL
Miami, FL 33182

WARRANTY DEED
(Continued)

STATE OF Florida
COUNTY OF Palm Beach
On 5/30/07 before me, Marilyn Negrin Notary Public
(Name, Title of Officer)
Personally appeared Maria A. Torres

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


(Signature of Notary Public)



Marilyn Negrin
Commission # DD267580
Expires December 14, 2007
Bonded Troy Fair - Insurance, Inc. 800-385-7019

(This area for Notarial Seal)

BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA

CFN: 20190733691 BOOK 31701 PAGE 3773
DATE: 11/25/2019 09:13:01 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTYCOUNTY CLERK
DIVISIONNOTICE OF LIEN
CODE ENFORCEMENT

CASE NUMBER

20140164737B

LIEN NUMBER

20140164737L

RE: RICE INVESTMENT INC
ADDRESS: 226 W SAN MARINO DR
MIAMI BEACH FL 33139

COC OFFICIAL USE ONLY

Prepared By:
Jemenee SeemungalDepartment:
Regulatory and Economic Resources

Pursuant to Section 8CC-7, Code of Miami-Dade County, notice is hereby given that there has been assessed against the Real or Personal property described as:

Folio # 30-3128-013-1090, 3245 NW 34 ST , A/K/A MELROSE HGTS 4TH SEC PB 17-21 LOT 19 BLK 46 LOT SIZE 50.000 X 135 OR 28958-1826 1213 11

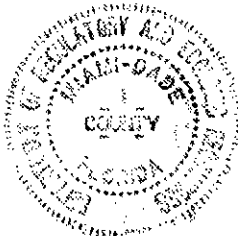
civil penalties and costs of an administrative hearing, if applicable, in the sum of **\$7,828.43**, for violations of the code of Miami-Dade County by the above named violator which, after demand for the payment thereof remains unpaid, and by virtue of the above mentioned law, the amount constitutes a lien in favor of Miami-Dade County upon the title to and interest in, whether legal or equitable, the property herein above described. Miami-Dade County may foreclose or otherwise execute on the lien as provided for by law.

WITNESS: The official seal of Miami-Dade County and the hand of the Deputy Clerk thereof, Miami, Florida.

HARVEY RUVIN
CLERK OF COURTSBY: Jemenee Seemungal
DEPUTY CLERK

DATE: 11/21/2019

SEAL



This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474



This certifies that this is a true and exact copy of the original order imposing a lien.

MIAMI-DADE COUNTY, FLORIDA, CODE ENFORCEMENT 111 NW 1st Street, Suite 1750, Miami-Dade County, Florida 33128 (305)375-2333	
COUNTY CLERK DIVISION	ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

COC OFFICIAL USE ONLY

NAME OF VIOLATOR(S): RICE INVESTMENT INC	CASE NUMBER: 20140164737 CIVIL VIOLATION NUMBER: P024355, P024354 CODE SECTION NUMBER: 8-1 REFERENCE NUMBER: 1966
MAILING ADDRESS: 226 W SAN MARINO DR MIAMI BEACH, FL 33139	VIOLATION ADDRESS: 3245 NW 34 ST Folio # 30-3128-013-1090

DATE OF VIOLATION: 5/2/2018	TIME: 8:00 AM	DEADLINE FOR COMPLIANCE: 06/01/2018
NAME OF INSPECTOR: REINHOLD GUZMAN	BADGE NUMBER: 602	DEPARTMENT ISSUING VIOLATION: REGULATORY AND ECONOMIC RESOURCES

A REVIEW OF APPLICABLE RECORDS INDICATE THAT:

☒ THE VIOLATION HAS NOT BEEN CORRECTED. NO APPEAL HAS BEEN FILED BY THE VIOLATOR. THE VIOLATOR HAS FAILED TO PAY THE INITIAL CIVIL PENALTY AND/OR CONTINUING CIVIL PENALTIES.

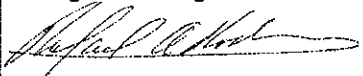
IN ACCORDANCE WITH THE ABOVE:

- A. IT IS THE DETERMINATION OF THE HEARING OFFICER THAT THE SUBJECT VIOLATION
☒ WAS _____ WAS NOT ISSUED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 8CC OF THE CODE OF MIAMI-DADE COUNTY.
- B. BASED ON THE FOREGOING, THIS HEARING OFFICER FINDS THE VIOLATOR(S)
☒ GUILTY _____ NOT GUILTY OF THE SUBJECT VIOLATION.
- C. IT IS HEREBY ORDERED THAT THE FOLLOWING ACTIONS BE TAKEN:
 Violator(s) shall pay to the Clerk **\$7,748.27** (civil penalty) and **\$80.16** (administrative cost) totalling **\$7,828.43**

THIS CERTIFIES THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL ORDER IMPOSING A LIEN.



NOTE: If the full amount of the civil penalty incurred and administrative costs assessed remains unpaid after the execution of this order, a certified copy of said order may be recorded in the Public Records of Miami-Dade County which shall constitute a lien against the violator's property, real or personal. Miami-Dade County may foreclose on any such lien which remains unpaid after one year from the time the lien is filed.

Date Decision Rendered: 11/21/2019	Hearing Officer's Signature: 	Print Name: Rafael Rodriguez
--	--	--

BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA

CHN: 20200189503 BOOK 31869 PAGE 4061
 DATE: 03/25/2020 08:57:41 AM
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

COUNTY CLERK
DIVISIONNOTICE OF LIEN
CODE ENFORCEMENT

CASE NUMBER

A2019001659X

LIEN NUMBER

A2019001659L

RE: RICE INVESTMENT INC
 ADDRESS: 226 W SAN MARINO DR
 MIAMI BEACH FL 33139

COC OFFICIAL USE ONLY

Prepared By: Jemene Seemungal
 Department: Regulatory and Economic Resources

Pursuant to Section 8CC-7, Code of Miami-Dade County, notice is hereby given that there has been assessed against the Real or Personal property described as:

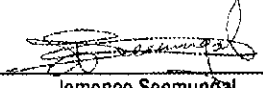
Folio # 30-3128-003-0121, 2792 NW 26 ST, A/K/A FAIR ACRE HOMESITES PB 6-104' LOT 2 BLK 2' LOT SIZE 7150 SQ FT' OR 21174-1195 0403 1'

civil penalties and costs of an administrative hearing, if applicable, in the sum of **\$10,080.16**, for violations of the code of Miami-Dade County by the above named violator which, after demand for the payment thereof remains unpaid, and by virtue of the above mentioned law, the amount constitutes a lien in favor of Miami-Dade County upon the title to and interest in, whether legal or equitable, the property herein above described. Miami-Dade County may foreclose or otherwise execute on the lien as provided for by law.

WITNESS: The official seal of Miami-Dade County and the hand of the Deputy Clerk thereof, Miami, Florida.

HARVEY RUVIN
CLERK OF COURTS

BY:

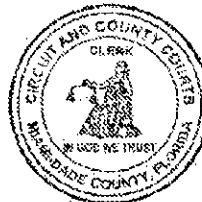

 Jemene Seemungal
 DEPUTY CLERK

DATE: 3/10/2020

SEAL



This instrument was prepared by:
 JENNIFER MALCOLM
 Miami-Dade County
 Regulatory & Economic Resources Dept.
 11805 S.W. 26 St. Room 230
 Miami, Florida 33175-2474



This certifies that this is a true and exact copy of the original order imposing a lien.

MIAMI-DADE COUNTY, FLORIDA, CODE ENFORCEMENT 111 NW 1st Street, Suite 1750, Miami-Dade County, Florida 33128 (305)375-2333	
COUNTY CLERK DIVISION	ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

COC OFFICIAL USE ONLY

NAME OF VIOLATOR(S): RICE INVESTMENT INC	CASE NUMBER: A2019001659 CIVIL VIOLATION NUMBER: P029952 CODE SECTION NUMBER: 8-1 REFERENCE NUMBER: 1586
MAILING ADDRESS: 226 W SAN MARINO DR MIAMI BEACH, FL 33139	VIOLATION ADDRESS: 2792 NW 26 ST Folio # 30-3128-003-0121

DATE OF VIOLATION: 10/29/2019	TIME: 8:00 AM	DEADLINE FOR COMPLIANCE: 12/02/2019
NAME OF INSPECTOR: PEDRO CLEMENTE	BADGE NUMBER: 615	DEPARTMENT ISSUING VIOLATION: REGULATORY AND ECONOMIC RESOURCES

A REVIEW OF APPLICABLE RECORDS INDICATE THAT:

☒ THE VIOLATION HAS BEEN CORRECTED. NO APPEAL HAS BEEN FILED BY THE VIOLATOR. THE VIOLATOR HAS FAILED TO PAY THE INITIAL CIVIL PENALTY ONLY. AFFIDAVIT FILED BY CODE INSPECTOR.

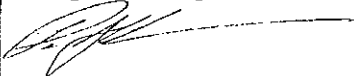
IN ACCORDANCE WITH THE ABOVE:

- A. IT IS THE DETERMINATION OF THE HEARING OFFICER THAT THE SUBJECT VIOLATION
☒ **WAS** ☐ **WAS NOT** ISSUED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 8CC OF THE CODE OF MIAMI-DADE COUNTY.
- B. BASED ON THE FOREGOING, THIS HEARING OFFICER FINDS THE VIOLATOR(S)
☒ **GUILTY** ☐ **NOT GUILTY** OF THE SUBJECT VIOLATION.
- C. IT IS HEREBY ORDERED THAT THE FOLLOWING ACTIONS BE TAKEN:
 Violator(s) shall pay to the Clerk **\$10,000.00** (civil penalty) and **\$80.16** (administrative cost) totalling **\$10,080.16**

THIS CERTIFIES THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL ORDER IMPOSING A LIEN.



NOTE: If the full amount of the civil penalty incurred and administrative costs assessed remains unpaid after the execution of this order, a certified copy of said order may be recorded in the Public Records of Miami-Dade County which shall constitute a lien against the violator's property, real or personal. Miami-Dade County may foreclose on any such lien which remains unpaid after one year from the time the lien is filed.

Date Decision Rendered: 3/6/2020	Hearing Officer's Signature: 	Print Name: PETER J KOUCHALAKOS
--	--	---



Return To:
JPMorgan Chase Custody Services
P.O. Box 8000
Monroe, LA 71211

CFN 2007R0580765
DR Bk 25689 Pgs 1761 - 1780 (20pgs)
RECORDED 06/09/2007 10:35:27
MTG DOC TAX 770.00
INTANG TAX 440.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by:

File 570

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 30, 2007 together with all Riders to this document.

(B) "Borrower" is
Elaine Diaz, a single woman

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is
Millenium Mortgage Investors, Corp.
Lender is a corporation
organized and existing under the laws of Florida

1742714166

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01



Page 1 of 18

Initials:

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is

1405 Sw 107th Ave., Ste. 301 C, Miami, FL 33174

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 30, 2007

The Note states that Borrower owes Lender

Two hundred twenty thousand and 00/100

Dollars

(U.S. \$ 220,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the COUNTY [Type of Recording Jurisdiction] of DADE [Name of Recording Jurisdiction]:

See attached Schedule A

Parcel No. 1 of CAMP'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 66, Page(s) 117, of the Public Records of Miami-Dade County, Florida, excepting therefrom any part of the aforesaid Parcel No. 1 of CAMP'S SUBDIVISION, which lies within the South 67.74 feet of Lots 1 and 2, of Block 1 of EVERGEEN LAWNS, according to the Pplat thereof, as recorded in Plat Book 11, Page 12, of the Public Records. of Miami-Dade County, Florida

Parcel ID Number: 0131270650010
2288 NW 34 ST
Miami
("Property Address"):

which currently has the address of
[Street]
[City], Florida 33142 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

1742714166

 -6(FL) (0005).01

Page 3 of 16

Initials: 

Form 3010 1/01

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

1742714166

12/11/10 -6(FL) (0005).01

Page 7 of 16

Initials: EF

Form 3010 1/01

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.


Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

1742714166

 6(FI) (0005).01

Page 9 of 16

Initials: 

Form 3010 1/01

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

1742714166

 -6(FL) (0005).01

Page 11 of 16

Initials: 

Form 3010 1/01

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

1742714166

 -6(FL) (0005).01

Page 13 of 18

Initials: 

Form 3010 1/01

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Elaine Diaz (Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Address)

(Seal)
-Borrower

(Address)

1742714166

 -6(FL) (0006).01

Page 15 of 16

Form 3010 1/01

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

County ss:

Palm Beach

May 30, 2007

by

Elaine Diaz

who is personally known to me or who has produced

Divers license

as identification.

Notary Public



Martin Negrin

Commission # DD267580

Expires December 14, 2007

Bonded Troy Fain - Insurance, Inc. 800-385-7019

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of May, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Millenium Mortgage Investors, Corp.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2288 NW 34 ST
Miami, FL 33142

Property Address

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items now or hereafter attached to the property to the extent they are fixtures are added to the property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached

MULTISTATE 1-4 FAMILY RIDER
C-601SLT (01/01) Page 1 of 4 (Replaces 2/00)

Form 3170 9/90

floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 19 is deleted.

F. BORROWER'S OCCUPANCY. With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. For all properties, all remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However,

Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the cost of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Elaine Diaz 5/30/07 Applicant Date

Applicant Date Applicant Date

MULTISTATE 1-4 FAMILY RIDER
C-601SLT (01/01) Page 4 of 4 (Replaces 2/00)

Form 3170-9/90

Maggie Cambone
Signature of Officer

Signature of Officer

Maggie Cambone, President
Please Type Name and Title of Officer

Please Type Name and Title of Officer

ASSIGNMENT OF MORTGAGE
W-7014 (2/04) (replaces 2/98) Page 1 of 2

When Recorded Return Original To:
JPMorgan Chase Custody Services
P.O. Box 8000
Monroe, LA 71211

Loan Number: 1742714166

ASSIGNMENT OF MORTGAGE

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned,
Millennium Mortgage Investors, Corp.

whose address is 1405 Sw 107th Ave., Ste. 301 C Miami, FL, 33174

(assignor)

by these presents does convey, grant, bargain, sell, assign, transfer and set over the described mortgage and any
modifications, bearing the date of May 30, 2007, together with the certain note(s)
described therein with all interest, all liens, and any rights due or to become due thereon to:
JPMorgan Chase Bank, N.A.

(assignee)

Said mortgage is recorded on
in the State of FLORIDA

20070580765

ORIGINAL MORTGAGOR(s):
Elaine Diaz, a single woman

ORIGINAL MORT. AMOUNT: \$220,000

PARCEL ID# 0131270650010

PROPERTY ADDRESS: 2288 NW 34 ST, Miami, FL 33142

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as a sealed instrument by
its duly authorized officers.

Dated: 5/30/07

Maggie Cambone
Signature of Officer

Maggie Cambone, President
Please Type Name and Title of Officer

Signature of Officer

Please Type Name and Title of Officer

ASSIGNMENT OF MORTGAGE
W-7034 (8/04) (replaces 2/98) Page 1 of 2

STATE OF FLORIDA
COUNTY OF DADE

On MAY 30, 2007, before me, the undersigned, a Notary Public for said County and State,
personally appeared

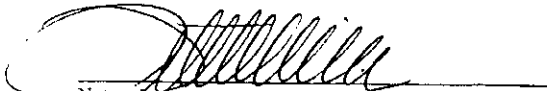
MAGGIE CAMBRONE

personally known to me to be the person(s) that executed the foregoing instrument, and acknowledged that they
are

PRESIDENT

respectively of Millenium Mortgage Investors, Corp.

and that they executed the foregoing instrument and affixed its seal as its duly authorized officers and that such
execution was done as the free act and deed of Millenium Mortgage Investors, Corp.


Notary: MAGALY TELLERIA

Prepared by: Jacqueline Ortiz

My Commission Expires



JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH, 43240

ASSIGNMENT OF MORTGAGE
W-1034 (8/04) (replaces 2/98) Page 2 of 2

IN THE CIRCUIT COURT
MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION
Case No. _____

12-48323CA 04

CFN 2013R0012977
OR Bk 28431 Pg 2402 (1pg)
RECORDED 01/07/2013 14:47:53
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiff,

vs.

ELAINE DIAZ and UNKNOWN TENANTS/OWNERS,
Defendants.

NOTICE OF LIS PENDENS

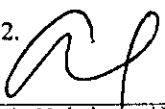
TO DEFENDANT(S):
ELAINE DIAZ
UNKNOWN TENANTS/OWNERS
ALL OTHERS TO WHOM IT MAY CONCERN

You are notified of the institution of this action by Plaintiff against you seeking to foreclose a mortgage encumbering the following real property in Miami-Dade County, Florida:

PARCEL NO. 1 OF CAMP'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE(S) 117, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, EXCEPTING THEREFROM ANY PART OF THE AFORESAID PARCEL NO. 1 OF CAMP'S SUBDIVISION, WHICH LIES WITHIN THE SOUTH 67.74 FEET OF LOTS 1 AND 2, OF BLOCK 1 OF EVERGREEN LAWNS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

with a street address of 2288 NW 34TH ST, MIAMI, FL 33142.

DATED: 12/7/12


() Clay A. Holtsinger / Florida Bar #294330
CHoltsin@kasslaw.com
() Paola Huembes / Florida Bar #084274
PHuembes@kasslaw.com
() Ian MacAlister / Florida Bar #086105
IMacAlister@kasslaw.com
() Edward B. Pritchard / Florida Bar #712876
EPritchard@kasslaw.com
() Melissa R. Rinaldi / Florida Bar #050252
MRinaldi@kasslaw.com
() Nicholas J. Roefaro / Florida Bar #089217
NRoefaro@kasslaw.com
() Stacey-Ann B. Saint-Hubert / Florida Bar #0070067
SSaint-Hubert@kasslaw.com
(x) Ashley L. Simon / Florida Bar #064472
ASimon@kasslaw.com
() Joan Wadler / Florida Bar #894737
JWadler@kasslaw.com
Kass Shuler, P.A., Attorneys for Plaintiff
P.O. Box 800, 1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900

**The Primary e-mail address for electronic service of all
pleadings in this case under Rule 2.516 is as follows:**

ForeclosureService@kasslaw.com

320400/1020464/mkb



✓

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FJUD
1

284087.97

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

Case No. 13-2012-CA-048323
Division 04

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiff,

vs.

10
25
13

ELAINE DIAZ, AND UNKNOWN
TENANTS/OWNERS,
Defendants.

FINAL ORDER AS TO ALL PARTIES SRS DISPOSITION	
NUMBER	1
THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.	
Judge's Initials <i>WFC</i>	

FINAL JUDGMENT OF FORECLOSURE

FORECLOSURE

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on August 20, 2013. On the evidence presented, **IT IS ORDERED AND ADJUDGED** that Plaintiff's Motion for Summary Judgment is **GRANTED** against all Defendants listed by name: ELAINE DIAZ, .

1. **Amounts Due and Owing.** Plaintiff is due:

Principal due on the note secured by the mortgage foreclosed:	\$213,729.45
Interest on the note and mortgage from 6/1/2010 to 3/31/2013	\$46,931.56
Per Diem \$45.38 from 4/1/2013 to 8/20/2013	\$6,398.58
Late Charges	\$78.81
Title search expenses	\$650.00
Escrow Deficiency - Tax 2012	\$1,955.08
Escrow Deficiency - Tax 2011	\$2,402.38
Escrow Deficiency - Tax 2010	\$3,063.78
Insurance 2012	\$4,749.79
Escrow Deficiency - Insurance 2011	\$6,465.20
Escrow Deficiency - Insurance 2010	\$4,438.57

Attorneys' Fees:

Finding as to reasonable number of hours: 10

Finding as to reasonable hourly rate: \$225.00

Other*:

Attorneys' Fees Total	\$2,250.00
-----------------------	------------

* (The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.)

Court Costs, Now Taxed:

Filing Fee	\$926.00
Service of Process \$55.00 per defendant(s)	\$110.00
Title Update	\$75.00
Recording Fee	\$5.00

SUBTOTAL	\$294,229.20
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Additional Costs:

Property Preservation	\$3,863.00
Property Inspection	\$238.00
SUBTOTAL	\$298,330.20
Less: Escrow Balance	(\$10,757.21)
Less: Other	(\$1,485.02)

GRAND TOTAL	\$286,087.97
--------------------	---------------------

2. **Interest.** The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest, 4.75% a year.

3. **Lien on Property.** Plaintiff, whose address is 1111 POLARIS PARKWAY, COLUMBUS, OH 43240 holds a lien for the grand total sum superior to all claims or estates of the defendant(s), on the following described property in Miami Dade County, Florida:

PARCEL NO. 1 OF CAMP'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE(S) 117, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, EXCEPTING THEREFROM ANY PART OF THE AFORESAID PARCEL NO. 1 OF CAMP'S SUBDIVISION, WHICH LIES WITHIN THE SOUTH 67.74 FEET OF LOTS 1 AND 2, OF BLOCK 1 OF EVERGREEN LAWNS, ACCORDING TO THE PLAT THEREOF, AS

RECORDED IN PLAT BOOK 11, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

Property address: 2288 NW 34TH ST, MIAMI, FL 33142

4. **Sale of Property.** If the grand total amount with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the subject property at public sale, on OCT 25 2015 201__, at 9:00 A.M., to the highest bidder for cash after having first given notice as required by Section 45.031, Florida Statutes. The subject property shall be sold by electronic sale at: www.miamidade.realforeclose.com.

5. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for documentary stamps affixed to the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

7. **Right of Possession.** Upon filing of the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Fla. Stat., if any. Upon filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property, subject to the provisions of the Protecting Tenants at Foreclosure Act of 2009, which was extended until 12/31/14 by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

8. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession, deficiency judgments and reforeclosure.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

(If the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the following additional language applies:)

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 73 WEST FLAGLER STREET, MIAMI, FLORIDA (TELEPHONE: 305-275-1155), WITHIN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT "LEGAL AID SOCIETY AT DADE COUNTY BAR ASSOCIATION, 123 N.W. FIRST AVENUE, SUITE 214, MIAMI, FLORIDA, (TELEPHONE: (305) 579-5733)", TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL AID SOCIETY AT DADE COUNTY BAR ASSOCIATION, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED in chambers in Miami Dade County, Florida, this 20 day of August, 2013. ^{DONE AND}

Marvin H. Gillman
CIRCUIT JUDGE

Conformed Copy furnished to:

Ashley L. Simon
Kass Shuler, P.A.
P.O. Box 800
Tampa, FL 33601-0800
Attorney for Plaintiff

ELAINE DIAZ
7331 ORLEANS ST
MIRAMAR, FL 33023

320400/1020464/tio

AUG 20 2013
MARVIN H. GILLMAN
SENIOR JUDGE

COPY HAND DELIVERED
TO PLTF'S ATTY
IN LIEU OF MAILING

Case Information

Local Case Number:

2012-048323-CA-01

State Case Number:

132012CA048323000001

Case Style:Jpmorgan Chase Bank (na) vs Diaz,
Elaine**Filing Date:**

12/11/2012

Judicial Section:CA04 - Downtown Miami - Judge
Ruiz, Mavel**Case Status:**

CLOSED

Case Type:RPMF -Non-Homestead (\$50,001 -
\$249,999)**Consolidated Case No.:**

Related Cases

No data available

Hearing Details

No data available

Parties

Party Description	Party Name	Attorney Information	Other Attorney(s)
Defendant	Diaz, Elaine		
Plaintiff	Jpmorgan Chase Bank (na)	B#: 644727 Kneidel, Jacquelyn L	

Dockets

DIN	Date	Book/Page	Docket Entry	Event Type	Comments
	11/27/2013		Mortgage Foreclosure Check Mailed	Event	\$ 78350.00
	11/27/2013		Mortgage Foreclosure Check Mailed	Event	\$ 2430.00
	11/18/2013	28918/2562	Certificate of Title	Event	B: 28918 P: 2562
	11/15/2013		Mortgage Foreclosure Voucher Issued	Event	\$ 78350.00 JPMORGAN CHASE BANK NATIONAL ASSOCIATION
	11/15/2013		Mortgage Foreclosure Voucher Issued	Event	\$ 2430.00 KASS SHULER P A
	11/15/2013		Mortgage Foreclosure Voucher Issued	Event	\$ 846.30 DOC STAMPS/OB/PN
	11/15/2013		Certificate of Disbursement (outside Bidder)	Event	
	10/30/2013		Certificate of Sale	Event	R.C.
	10/29/2013		Mortgage Foreclosure Deposit	Event	\$ 1026.30 ADDITIONAL FEES
	10/29/2013		Mortgage Foreclosure Deposit	Event	\$ 80600.00 OB
	10/29/2013		Bid Amount	Event	\$80,600.00/OB/20819
	10/17/2013		Mortgage Foreclosure Publication Fee	Event	180.00 SALE OF 10/25/2013

DIN	Date	Book/Page	Docket Entry	Type	Comments
	08/22/2013		Mortgage Collection Fee	Event	70.00
	08/20/2013		Final Judgment by Judge	Judgment	J \$ 286087.97 BK:28781 PG:1478
	08/20/2013	28781/1478	Final Judgment	Event	J \$ 286087.97 BK:28781 PG:1478
	08/20/2013		Mortgage Foreclosure Sale Date	Event	MTGE FORECLSU 10/25/2013 09:00 AM
	08/20/2013		Notice of Filing:	Event	ORIG. NOTE AND MORTGAGE
	07/31/2013		Notice of Hearing-	Event	MOTIONS 08/20/2013 10:30 AM
	07/24/2013		Notice of Hearing Set-	Event	SPECIAL APPT 08/20/2013 10:30AM LS:01/85
	07/24/2013		Motion For Summary Judgment Hearing Courtroom 3-3	Event	
	07/22/2013		Affidavit for Atty Fee and Costs	Event	
	07/22/2013		Notice of Filing:	Event	
	07/02/2013		Notice of Filing:	Event	PAYMENT HISTORY
	06/29/2013		Affidavit as to Attorney Fees	Event	
	06/29/2013		Motion for Summary Judgment	Event	
	06/29/2013		Affidavit for Atty Fee and Costs	Event	
	06/12/2013		Notice Of Filing Affidavits Of Amounts Due and Owing	Event	
	01/09/2013		Service Returned	Event	BADGE # 344 P 12/22/2012
	01/09/2013		Service Return for Unknown Party	Event	
	01/07/2013	28431/2402	Lis Pendens	Event	8: 28431 P: 2402
	12/11/2012		Summons Issued	Event	
	12/11/2012		Filing Fee For Mortgage Foreclosure	Event	\$ 906.00
	12/11/2012		Complaint	Event	
	12/11/2012		Civil Cover	Event	