



Property Report

Property and Ownership Information			
File No:	5787e98e13a97	Effective Date:	06/28/2016
Property Address:	164 SEMINOLE AVENUE, PALM BEACH 33480	Completed Date:	07/15/2016
APN # Parcel #:	50-43-43-14-10-003-0131	County:	PALM BEACH
Current Owner Name:	TAMARA JEAN FISHER	Report Type:	CURRENT OWNER SEARCH

Property Assessment and Taxes			
Type of Tax:	County		
Tax Year:	2015		
Tax Periods:	Annual		
Tax Amount:	\$21,701.22		
Status:	Paid (11/25/2015)		

Vesting Information			
Type of Deed:	Warranty Deed	Execution Date:	12/16/1999
Instrument No:	99-503498	Recording Date:	12/21/1999
Book/Page:	11521/259		
Grantor:	TJ Palm Investments No. 1, Inc., a Florida Corporation		
Grantee:	Tamara Jeanne Fisher, a married woman		
Additional Info	Corrective Warranty Deed, dated 05/03/2000 and recorded on 05/10/2000 in Book 11772 and Page 1521, to correct the execution of the deed		

Vesting Information			
Type of Deed:	Warranty Deed	Execution Date:	12/16/1999
Instrument No:	99-500405	Recording Date:	12/20/1999
Book/Page:	11516/1783		
Grantor:	TJ Palm Investments No. 1, Inc., a Florida Corporation		
Grantee:	Tamara Jeanne Fisher, a married woman		
Additional Info	Corrective Warranty Deed, dated 05/03/2000 and recorded on 05/10/2000 in Book 11772 and Page 1569, to correct the execution of the deed		



Property Report

Number of Mortgages: 3

1st Mortgage			
Type of Mortgage:	Home Equity Line of Credit Short Form Mortgage	Execution Date:	12/26/2006
Loan Amount:	\$500,000.00	Recording Date:	01/22/2007
Instrument No:	20070032149	Maturity Date:	12/26/2031
Book/Page:	21326/0948		
Grantor:	Tamara J. Fisher, Stuart C. Fisher		
Beneficiary:	Bank of America, NA		
Trustee:	N/A		
Additional Information:	Notice of Lis Pendens, dated 12/08/2009 and recorded on 12/28/2009 in Book 23612 and Page 1535		
	Mortgage Subordination Agreement, dated 05/17/2011 and recorded on 09/28/2011 in Book 24767 and Page 0289		

2nd Mortgage			
Type of Mortgage:	Mortgage	Execution Date:	08/20/2007
Loan Amount:	\$1,500,000.00	Recording Date:	08/24/2007
Instrument No:	20070406781	Maturity Date:	09/01/2037
Book/Page:	22057/0259		
Grantor:	Tamara Jean Fisher, a/k/a Tamara Jeanne Fisher, a single person		
Beneficiary:	Bank of America, N.A.		
Trustee:	N/A		
Additional Information:	Assignment of Mortgage, dated 03/22/2010 and recorded on 05/10/2010 in Book 23838 and Page 1876, as Assigned to U.S. Bank National Association, as Trustee for the Certificate Holders of Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2007-8.		
	Notice of Lis Pendens, dated 04/19/2010 and recorded on 04/26/2010 in Book 23814 and Page 741.		

3rd Mortgage			
Type of Mortgage:	Mortgage	Execution Date:	06/13/2011
Loan Amount:	\$8,500.00	Recording Date:	06/16/2011
Instrument No:	20110220649	Maturity Date:	N/A
Book/Page:	24581/1644		
Grantor:	Tamara J. Fisher (TJ Fisher)		
Beneficiary:	Timothy W. Schulz		
Trustee:	N/A		
Additional Information:			



Property Report

Judgments and Liens

Type of Document:	Claim of Lien	Execution Date:	05/12/2006
Serial Number:	N/A	Recording Date:	05/12/2006
Amount:	\$1,100.00	Instrument No:	20060285443
Plaintiff	Kirk D. Oliver		
Defendant	Tamara Jean Fisher		
Additional Information:	Transfer of Lien to Cash Bond (Certificate), dated 07/07/2006 and recorded on 07/07/2006 in Book 20570 and Page 0992		

Judgments and Liens

Type of Document:	Final Waiver of Lien	Execution Date:	11/22/2006
Serial Number:	N/A	Recording Date:	12/18/2006
Amount:	\$N/A	Instrument No:	20060695956
Plaintiff	Kirk D. Oliver		
Defendant	Tamara Jean Fisher		
Additional Information:	None		

Judgments and Liens

Type of Document:	Default Final Judgment	Execution Date:	11/07/2007
Case Number:	502007SC002318	Recording Date:	11/14/2007
Amount:	\$1,004.52	Instrument No:	20070520997
Plaintiff	Capital One Bank		
Defendant	Tamara Jean Fisher		
Additional Information:	Certificate of Default Final Judgment, dated 11/07/2007 and recorded on 05/01/2008 in Book 22608 and Page 1976		

Judgments and Liens

Type of Document:	Claim of Lien	Execution Date:	01/04/2013
Case Number:	N/A	Recording Date:	01/07/2013
Amount:	\$523.00	Instrument No:	20130007328
Plaintiff	Brotan Garage Door & Gate, Inc.		
Defendant	Tamara Jean Fisher		
Additional Information:	None		



Property Report

Judgments and Liens

Type of Document:	Claim of Lien	Execution Date:	04/27/2015
Case Number:	N/A	Recording Date:	04/28/2015
Amount:	\$221.12	Instrument No:	20150153675
Plaintiff	Buckeye Plumbing, Inc.		
Defendant	Tamara Jean Fisher		
Additional Information:	None		

Additional Information

1. Declaration of Covenants, dated 02/22/1999 and recorded on 03/15/1999 in Book 10985 and Page 1115
2. Assumption Affidavit, dated 12/16/1999 and recorded on 12/20/1999 in Book 11516 and Page 1784
3. Assumption Affidavit, dated 12/16/1999 and recorded on 12/21/1999 in Book 11521 and Page 258
4. NON- Identity Affidavit, dated 08/20/2007 and recorded on 08/24/2007 in Book 22057 and Page 0258
5. Notice of Lis Pendens, dated 05/16/2011 and recorded on 06/08/2011 in Book 24565 and Page 1934

Notice of Lack of Prosecution, dated 10/15/2014 and recorded on 10/23/2014 in Book 27115 and Page 577

6. Notice of Lis Pendens, dated 01/02/2013 and recorded on 01/04/2013 in Book 25694 and Page 1353

Notice of Lis Pendens, dated 01/02/2013 and recorded on 01/08/2013 in Book 25702 and Page 1405

Legal Description

PARCEL ID# 50-43-43-14-10-003-0131

All that certain land situate in PALM BEACH County, State of Florida, viz:

The West 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, according to the plat thereof, recorded in Plat Book 6, Page 78, Public Records of Palm Beach County, Florida.

The West 20 feet of Lot 13, Roots Subdivision, according to the plat thereof, recorded in Plat Book 1, Page 22, Public Records of Palm Beach County, Florida.



Property Report

Notice

NOTICE: This report is prepared pursuant to an order authorized by and prepared according to the terms and conditions of a certain letter of agreement between Client 1 ("PR247") and its client. This report contains only information obtained from one or more of the following sources: (1) public land records, tax assessors' records, property tax records and various other government offices; (2) to the extent any unrecorded document is noted in this report, any collateral file(s) supplied by client; and (3) occasionally, a "Comment" offered to direct the user's attention to certain parts of that information. This report is not to be construed as an opinion of title, title commitment, guarantee or title insurance policy, nor as a substitute for any of these. It does not express or rely on any legal opinion or advice, and should not be construed to do so. PR247 represents only that the information contained herein has been accurately reported from the public land records or other governmental source of that information and, to the extent relevant, the client's collateral file(s). Nothing in this report constitutes a representation regarding the validity or reliability of any information obtained from any governmental source. Any comments are included only to direct attention, and must not be relied upon as representations of fact. Such comments do not represent the opinion of PR247 or any of its employees or agents, and must not be relied upon as such.

ABS DOES NOT WARRANT AGAINST, AND WILL NOT BE RESPONSIBLE FOR, ANY ERRORS IN THE FACTS CONTAINED IN THE REPORT DUE TO INCORRECTLY INDEXED OR RECORDED INFORMATION AT A STATE, COUNTY OR CITY LEVEL, ANY INFORMATION IN THE CLIENT'S COLLATERAL FILE(S), OR ANY ERRONEOUS INFORMATION PROVIDED BY ANY STATE, COUNTY OR CITY. ABS HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT EXPRESSLY SET FORTH IN THE LETTER OF AGREEMENT WITH ITS CLIENT, INCLUDING SPECIFICALLY AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF USAGE, A COURSE OF DEALING OR TRADEPRACTICE.



Gary R. Nikolits, CFA
Property Appraiser

Palm Beach County

Homestead Exemption

E-file ▶



Location Address 164 SEMINOLE AVE
Municipality PALM BEACH
Parcel Control Number 50-43-43-14-10-003-0131
Subdivision OCEAN PARK H W ROBBINS ADD IN
Official Records Book 11772 **Page** 1569
Sale Date MAY-2000
Legal Description OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 & ROOTS SUB PB1P22 W 20 FT OF LT 13

Owners
FISHER TAMARA JEAN

Mailing address

PO BOX 311
PALM BEACH FL 33480 0311

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2000	\$10	11772 / 1569	WARRANTY DEED	FISHER TAMARA JEAN
MAY-2000	\$100	11772 / 1521	WARRANTY DEED	FISHER TAMARA J
DEC-1999	\$570,000	11521 / 0259	WARRANTY DEED	FISHER TAMARA J
DEC-1999	\$150,000	11516 / 1783	WARRANTY DEED	FISHER TAMARA JEANNE
FEB-1998	\$703,250	10250 / 1253	WARRANTY DEED	TJ PALM INVEST 1 INC

1 2

Exemption Applicant/Owner	Year	Detail
FISHER TAMARA JEAN	2016	

Number of Units 1 *Total Square Feet 3963 Acres 0.35
Use Code 0100 - SINGLE FAMILY Zoning RB - (50-PALM BEACH)

Tax Year	2015	2014	2013
Improvement Value	\$15,340	\$13,787	\$11,572
Land Value	\$2,846,785	\$2,846,785	\$2,846,785
Total Market Value	\$2,862,125	\$2,860,572	\$2,858,357

All values are as of January 1st each year

Tax Year	2015	2014	2013
Assessed Value	\$1,282,355	\$1,272,178	\$1,253,377
Exemption Amount	\$50,000	\$50,000	\$50,000
Taxable Value	\$1,232,355	\$1,222,178	\$1,203,377

Tax Year	2015	2014	2013
Ad Valorem	\$22,265	\$22,367	\$21,906
Non Ad Valorem	\$340	\$350	\$348
Total tax	\$22,605	\$22,717	\$22,254



Tax Account

Property Control Number	Property Type	Status		
50-43-43-14-10-003-0131	Real Property	Active		
Mailing Address:	Property Address:			
FISHER TAMARA JEAN PO BOX 311 PALM BEACH , FL 33480-0311	164 SEMINOLE AVE PALM BEACH FL 33480			
Geo CD:	Deed Number: 0			
Legal Description				
ROOTS SUB PB1P22 W 20 FT OF LT 13 OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 &				

Tax & Assessment

Ad Valorem	Gross Tax	Credit	Net Tax	Savings
TOWN OF PALM BEACH	\$4,162.77	\$0.00	\$4,162.77	\$0.00
COUNTY	\$6,072.68	\$0.00	\$6,072.68	\$0.00
SO FLA WATER MANAGEMENT DIST.	\$437.61	\$0.00	\$437.61	\$0.00
SCHOOL	\$9,445.25	\$0.00	\$9,445.25	\$0.00
CHILDRENS SERVICES COUNCIL	\$822.84	\$0.00	\$822.84	\$0.00
F.I.N.D.	\$39.44	\$0.00	\$39.44	\$0.00
PBC HEALTH CARE DISTRICT	\$1,284.85	\$0.00	\$1,284.85	\$0.00
Sub Total	\$22,265.44	\$0.00	\$22,265.44	\$0.00
Non Ad Valorem	Gross Tax	Credit	Net Tax	Savings
SOLID WASTE AUTHORITY OF PBC	\$340.00	\$0.00	\$340.00	\$0.00
Sub Total	\$340.00	\$0.00	\$340.00	\$0.00
Total Tax	\$22,605.44	\$0.00	\$22,605.44	\$0.00

Tax Installment

Period	Bill Number	Due Date	Bill Year	Tax	Discount	Penalty/Fee	Interest	Total Due
INST 1	101471524	3/31/2016	2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notice to Tax Payer

Tax Certificates

Payments made between 5/31 – 6/7 of any year indicates the purchase of a [Tax Certificate](#) for delinquent taxes only. [Tax Certificate](#) purchase(s) ARE **NOT** a payment of taxes. "Paid By" information displays the name of the [Tax Certificate](#) purchaser.

Property Tax Help

If your bill number begins with a year (i.e. 2012-001234), a Tax Certificate was sold for [delinquent property taxes](#). An additional collection fee of **\$6.25** must be added to the total amount due for each delinquent tax year once a tax certificate has been sold. The amount due is shown above in the "Tax Installment" section under the Total Due column. **If no other payments or receipt numbers display for that year in the Tax Payment section, delinquent taxes are due.**

** This Icon indicates delinquent taxes and the tax bill cannot be paid on-line at this time. It may also indicate a recent TDA where additional fees are required. Contact our office at 561-355-2264 or email ClientAdvocate@taxcollectorpbc.com for additional details.



Tax Payment					
Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2015	101471524	B16.175403	\$21,701.22	11/25/2015	CORELOGIC TAX SERVICES

This instrument prepared by,
record and return to
Brian Louis Lipsky, Esq.
BRIAN LOUIS LIPSHY, P.A.
1200 North Federal Highway
Boca Raton, Florida 33432

DEC-11-1997 3:57pm 97-443410
ORR 10129 Pg 1804
I REC'D BY CLERK OF COURT
CON 139,000.00 DUE 973.00
DOROTHY W. WILKINS CLERK PB COUNTY, FL

[Space Above This Line For Recording Data]

Warranty Deed

(Statutory Form - FS 689.02)

This Indenture, made December 4, 1997, between **Lola Cornelia Zebro** a married woman joined by **Edward Zebro**, her husband, of the County of **PALM BEACH** in the State of Florida, party of the first part, whose post address is 16 Relay Place, Cos Cob, Connecticut 06807, and **T.J. Palm Properties, Inc.** a Florida corporation, party of the second part, and whose post office address is 173 Root Trail, Palm Beach, Florida 33480, and whose Taxpayer Identification Number is .

Witnesseth:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, to wit:

West 20 Feet of Lot 13, ROOT'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, at Page 22 of the Public Records of Palm Beach County, Florida.

(For Information Only: Property Appraiser's Parcel Identification Number is 43-43-14-12-000-0131)

Subject to easements, restrictions and reservations of record not coupled with a right of reverter and taxes for the current year.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Sign _____
Print Lola Cornelie Zebro

Sign Lola Cornelie Zebro (Seal)
Print Lola Cornelie Zebro

Sign _____
Print _____

Sign Edward Zebro (Seal)
Print Edward Zebro

STATE OF FLORIDA

COUNTY OF PALM BEACH

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me on December 4, 1997, by **Lola Cornelie Zebro** and **Edward Zebro**, who are personally known to me or who produced a Connecticut and New York Driver's License as identification.



{Notarial Seal}

NOTARY PUBLIC:

Brian Louis Lipsky
(print or type name beneath signature line)
State of Florida at Large
My commission expires:
My commission number is:

This instrument prepared by,
record and return to:
Brian Louis Lipsky, Esq.
BRIAN LOUIS LIPSHY, P.A.
1200 North Federal Highway
Boca Raton, Florida 33432

Jun-17-1999 02:24pm 99-248130
DRB 11178 Pg 999
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Refile -7

Brian E. Lipsky Esq.
5100 Tamiami Trail N.
Ste 123
Naples Fl. 34103

DEC-11-1997 3:57pm 97-443410
DRB 10129 Pg 1604
FEE 100.00
Cer 137.000.00 Doc 973.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

[Space Above This Line For Recording Data]

Warranty Deed

(Statutory Form - FS 689.02)

This Indenture made December 4, 1997, between Lola Cornelia Zebro a married woman joined by Edward Zebro, her husband, of the County of PALM BEACH in the State of Florida, party of the first part, whose post address is 16 Relay Place, Cos Cob, Connecticut 06807, and TJ Palm Properties, Inc. a Florida corporation, party of the second part, and whose post office address is 173 Root Trail, Palm Beach, Florida 33480 and whose Taxpayer Identification Number is ,

Witnesseth:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, to wit:

West 20 Feet of Lot 13, ROOTS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, at Page 22 of the Public Records of Palm Beach County, Florida.

(For Information Only: Property Appraiser's Parcel Identification Number is 43-43-14-12-000-0131)

Subject to easements, restrictions and reservations of record not coupled with a right of reverter and taxes for the current year.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Sign _____
Print Brian E. Lipsky

Sign Lola Cornelia Zebro (Seal)
Print Lola Cornelia Zebro

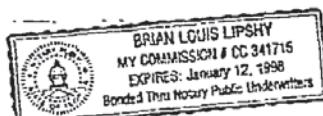
Sign Jammy Davis
Print Jammy Davis Publick

Sign Edward Zebro (Seal)
Print Edward Zebro

STATE OF FLORIDA
COUNTY OF PALM BEACH

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me on December 4, 1997, by Lola Cornelia Zebro and Edward Zebro, who are personally known to me or who produced a Connecticut and New York Driver's License as identification.



{Notarial Seal}

NOTARY PUBLIC

Brian Louis Lipsky
(print or type name beneath signature line)
State of Florida at Large
My commission expires:
My commission number is:

PREPARED BY & RETURN TO:

MARC R. GAYLORD, ESQUIRE
Kaplan & Gaylord, P.A.
7601 N. Federal Highway
Suite 230B
Boca Raton, FL 33487

Feb-26-1998 03:58pm 98-067435
ORB 10250 Pg 1253
Con 703,250.00 Doc 4,923.10
DOROTHY H. WILKEN, CLERK PB COUNTY, FL
1000 1000 1000 1000 1000 1000 1000 1000

Parcel ID Number: 50-43-43-14-10-003-0131
Grantee #1 TIN:

Warranty Deed

This Indenture, Made this 17th day of February, 1998 A.D., Between
ROBERT E. MALESARDI and JANE C. MALESARDI, his wife,

of the County of PALM BEACH, State of Florida, grantors, and
TJ PALM INVESTMENTS NO.1, INC., a Florida corporation, a
corporation existing under the laws of the state of Florida

whose address is: 164 SEMINOLE AVENUE, PALM BEACH, FLORIDA 33480

of the County of PALM BEACH, State of FLORIDA, grantees.

Witnesseth that the GRANTORS for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land,
situate, lying and being in the County of PALM BEACH State of Florida to wit:

The West 40 Feet of Lot 13, Lot 14 and the East 31.77 Feet of
Lot 15, Block 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH
according to the plat thereof recorded in Plat Book 6, Page 78
of the Public Records of Palm Beach County, Florida.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Printed Name: MARC R. GAYLORD
Witness as to Both

Printed Name: JENNIFER M. DOUGAN
Witness as to Both

ROBERT E. MALESARDI (Seal)
P.O. Address: 2774 South Ocean Blvd. #201, PALM BEACH, FL 33480

JANE C. MALESARDI (Seal)
P.O. Address: 2774 South Ocean Blvd. #201, PALM BEACH, FL 33480

(Seal)

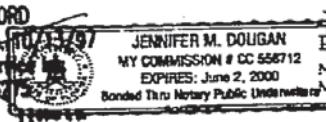
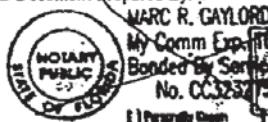
(Seal)

STATE OF Florida
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of February, 1998 by
ROBERT E. MALESARDI and JANE C. MALESARDI, his wife,

who are personally known to me or who have produced their Florida driver's licenses as identification.

This Document Prepared By:



Printed Name: JENNIFER M. DOUGAN
NOTARY PUBLIC
My Commission Expires:

Dec-20-1999 12:26pm 99-500405
ORB 1 1516 Pg 1783
Con 150,000.00 Doc 1,050.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

03 WILL CALL

THIS INSTRUMENT PREPARED BY AND RETURN TO:
MEGIAS, MCCABE & SAMILJAN
2135 SOUTH CONGRESS AVENUE #3C
WEST PALM BEACH, FLORIDA 33406

Property Appraisers Parcel Identification (Folio) Numbers:
50 43 43 14 12 000 0131

Grantee SS.#:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 16th day of December, 1999, by **TJ PALM PROPERTIES, INC.**, a Florida corporation herein called the grantor, to **TAMARA JEANNE FISHER**, a married woman whose post office address is **164 Seminole Avenue, Palm Beach, Florida 33480**, 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 TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz:

The West 20 feet of Lot 13, ROOTS SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, page 22, Public Records of Palm Beach County, Florida.

Subject to conditions, restrictions, limitations, reservations, and easements of record, and taxes for the year 2000 and subsequent years.

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

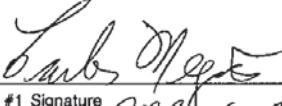
TO HAVE AND TO HOLD, the same in fee simple forever.

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, and hereby 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, 1999.

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 #1 Signature


CARLOS MEGIAS

Witness #1 Printed Name


KENT HUFFMAN

Witness #2 Printed Name

TJ PALM PROPERTIES, INC., a Florida corporation

BY: 
TAMARA JEANNE FISHER, Director

P.O. Box 720, Palm Beach, Florida 33480

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 16th day of December, 1999 by TAMARA JEANNE FISHER, Director of TJ PALM PROPERTIES, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or has produced F.D.P. as identification.

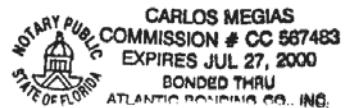
SEAL

My Commission Expires:

Notary Signature

Printed Notary Signature

File # 3717



This instrument was prepared by:
Record and Return to:

BURT E. EISENBERG, ESQUIRE
5100 Tamiami Trail N.
Suite 123
Naples, FL 34103

Property Appraiser's Parcel I.D. No. 50 433 14 12 000 0131

CORRECTIVE WARRANTY DEED

This Indenture, made this 3rd day of May, 2000 between **TJ PALM PROPERTIES, INC.**, a Florida Corporation, and having its principal business address at P.O. Box 726, Palm Beach, FL 33480, hereinafter called the **Grantor**, and **TAMARA JEAN FISHER**, a married woman, whose post office address is 164 Seminole Avenue, Palm Beach, FL 33480, Grantee,

Witnesseth that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida:

The West 20 feet of Lot 13, Root's Subdivision, according to the map or plan thereof as recorded in Plat Book 1, Page 22, Public Records of Palm Beach County, Florida.

This deed is being recorded to correct the execution of that certain deed recorded in O.R. Book 11516, Page 1783. Documentary Stamps were paid in full with the prior recording.

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

And Grantor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness: Jeanette Duane

Witness: Jeanette Duane

By: TAMARA JEAN FISHER, PRESIDENT

TJ PALM PROPERTIES, INC.
a Florida Corporation

COPY

STATE OF FLORIDA
COUNTY OF PALM BEACH

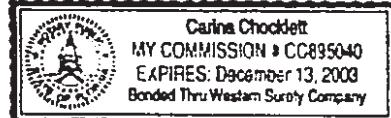
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared TAMARA JEAN FISHER, to me known to be the President of the Corporation named as Grantor in the foregoing deed, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation, such individual [] being personally known to me or [] having produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May, 2000.

Carina Chocklett

Notary Public, State of Florida

My commission expires:



This is not a Certified Copy

Dec-21-1999 03:12pm 99-503498
ORB 11521 Pg 259
Con 570,000.00 Doc 3,998.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

03 WILL CALL

THIS INSTRUMENT PREPARED BY AND RETURN TO:
MEGIAS, MCCABE & SAMILJAN
2135 SOUTH CONGRESS AVENUE #3C
WEST PALM BEACH, FLORIDA 33406

Property Appraisers Parcel Identification (Folio) Numbers:
50 43 43 14 10 003 0131
Grantee SS #:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 16th day of December, 1999, by **TJ PALM INVESTMENTS NO. 1, INC.**, a Florida corporation herein called the grantor, to **TAMARA JEANNE FISHER**, a married woman whose post office address is **164 Seminole Avenue, Palm Beach, Florida 33480**, 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 **TEN AND 00/100'S (\$10.00)** Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienes, remises, releases, conveys and confirms unto the grantee all that certain land situate in **PALM BEACH County, State of Florida**, viz:

The West 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, according to the plat thereof, recorded in Plat Book 6, page 78, Public Records of Palm Beach County, Florida.

Subject to conditions, restrictions, limitations, reservations, and easements of record, and taxes for the year 2000 and subsequent years.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise 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, and hereby 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, 1999.

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

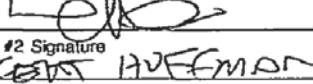
Signed, sealed and delivered in the presence of:

Witness #1 Signature


Carlos Megas

Witness #1 Printed Name

Witness #2 Signature


Kent Huffmon

Witness #2 Printed Name

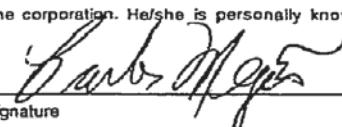
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of December, 1999 by **TAMARA JEANNE FISHER**, Director of **TJ PALM INVESTMENTS NO. 1, INC.**, a Florida corporation on behalf of the corporation. He/she is personally known to me or has produced F.I.D.T. as identification.

SEAL


CARLOS MEGIAS
NOTARY PUBLIC
COMMISSION # CC 567483
EXPIRES JUL 27, 2000
POWERED THRU
GILANTIC BONDING CO., INC.

Notary Signature


Printed Notary Signature

My Commission Expires:

This instrument was prepared by:
Record and Return to:

BURT E. EISENBERG, ESQUIRE
5100 Tamiami Trail N.
Suite 123
Naples, FL 34103

Property Appraiser's Parcel I.D. No. 50 433 14 10 003 0131

CORRECTIVE WARRANTY DEED

This Indenture, made this 3rd day of May, 2000 between TJ PALM INVESTMENTS NO. 1, INC., a Florida Corporation, and having its principal business address at P.O. Box 726, Palm Beach, FL 33480, hereinafter called the Grantor, and TAMARA JEAN FISHER, a married woman, whose post office address is 164 Seminole Avenue, Palm Beach, FL 33480, Grantee,

Witnesseth that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida:

West 40 feet of Lot 13, Lot 14 and the East 31.77 feet of Lot 15, Block 3, Ocean Park H.W. Robbins Addition to Palm Beach, Florida, according to the map or plat thereof as recorded in Plat Book 6, Page 78, Public Records of Palm Beach County, Florida.

This deed is being recorded to correct the execution of that certain deed recorded in O.R. Book 11521, Page 259. Documentary Stamps were paid in full with the prior recording.

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

And Grantor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness: _____

Witness: _____

TJ PALM INVESTMENTS NO. 1, INC.,
a Florida Corporation

TAMARA JEAN FISHER, PRESIDENT

COPY

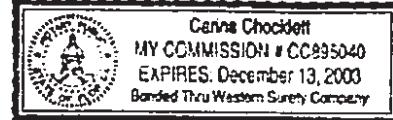
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared TAMARA JEAN FISHER, to me known to be the President of the Corporation named as Grantor in the foregoing deed, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation, such individual [✓] being personally known to me or [] having produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May, 2000.

Carina Chocklett

Notary Public, State of Florida
My commission expires:



This is not a Certified Copy

CFN 20070032149
OR BK 21326 PG 0948
RECORDED 01/22/2007 08:55:13
Palm Beach County, Florida
AMT 500,000.00
Deed Doc 1,750.00
Intang 1,000.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0948 - 952; (5pgs)

This Instrument Prepared By:
Bank of America, NA

Fisher, Tamara J

Loan Number: 68218006339799

Record and Return To:
Fiserv Lending Solutions
27 Inwood Road
ROCKY HILL, CT 06067

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT SHORT FORM MORTGAGE RECORDED PURSUANT TO FLORIDA STATUTE 695.02

DEFINITIONS

(A) "Security Instrument" means this document, which is dated DECEMBER 26, 2006 , together with all Riders to this document.
(B) "Borrower" is TAMARA J FISHER, STUART C FISHER

the party or parties who have signed this Security Instrument.

Borrower is the Mortgagor under this Security Instrument.

(C) "Lender" is Bank of America, NA

Lender is a National Banking Association organized
and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 100 North Tryon Street, Charlotte, North Carolina
28255

Lender is the Mortgagee under this Security Instrument.

(D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrowers and dated DECEMBER 26, 2006

(E) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$ 500,000.00 . Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(E) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and the Master Home Equity Line of Credit Mortgage, is due on DECEMBER 26, 2031

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 Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

COUNTY of PALM BEACH :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 164 SEMINOLE AVE
PALM BEACH FLORIDA 33480 ("Property Address"):
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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."

INCORPORATION OF TERMS AND CONDITIONS OF MASTER FORM MORTGAGE

By the execution and delivery of this Security Instrument, Borrower agrees that all definitions, covenants, and provisions contained in the Home Equity Line of Credit Master Form Mortgage ("Master Form"), inclusive, a copy of which has been provided to Borrower by Lender, are hereby incorporated into, and shall govern, this Security Instrument. The Master Form is recorded in PALM BEACH County in O.R. Book 20286 at Page 1953 or Instrument Number 0 of the Official Records of the County Recorder of that County on MAY 3, 2006

This
is
a
copy
of
the
original
document

MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO _____
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in (i) this Home Equity Line of Credit Short Form Mortgage and in any Rider executed by Borrower and recorded with it; and (ii) the Home Equity Line of Credit Agreement Master Form Mortgage, which was previously recorded and a copy of which has been given to Borrower.

TAMARA J FISHER -Borrower
164 SEMINOLE AVE PALM BEACH,
FLORIDA 33480

STUART C FISHER -Borrower
164 SEMINOLE AVE, PALM BEACH,
FLORIDA 33480

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Witness:

Yvonne M. Kafesky
Yvonne M. Kafesky

TAMARA J FISHER / 995063101740000
FLORIDA HOME EQUITY LINE OF CREDIT MORTGAGE
FLHESISF.HLC 11/21/06

Witness:

Romona Spencer Anderson
Romona Spencer Anderson

This

[Space Below This Line For Acknowledgment]

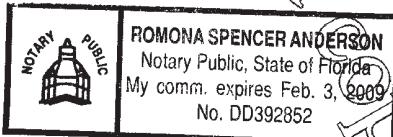
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26th day of December 2006
by TAMARA J FISHER, STUART C FISHER

who is personally known to me or who has produced Florida Drivers license
(Type of Identification)

as identification.



(Seal)

Romona Spencer Anderson

Signature

Romona Spencer Anderson

Name of Notary

Notary

Title

DD392852

Serial Number, if any

TAMARA J FISHER/995063101740000

FLORIDA HOME EQUITY LINE OF CREDIT MORTGAGE
FLHESISF.HLC 11/21/06

Page 4 of 4

DocMagic eForms 800-649-1362
www.docmagic.com

This
is
H0026406

SCHEDULE A

KNOWN AS: 164 SEMINOLE AVE

ALL THAT CERTAIN LAND IN PALM BEACH COUNTY, FLORIDA, TO-WIT:

LOT(S) 13, OF OCEAN PARK H.W. ROBBINS ADDITION AS RECORDED IN PLAT BOOK 6, PAGE 78, ET SEQ., OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

This
is
not
a
revised
copy

9230 ***P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

50 2009 CA 041851 XXXX 12

BANK OF AMERICA, N.A.

Plaintiff,

CASE NO:
DIVISION:
UCN:

TAMARA J. FISHER; JOHN DOE; CAPITAL ONE BANK; CRESCENT
CITY ESTATES LLC;

Defendant(s).

NOTICE OF LIS PENDENS

TO THE DEFENDANTS NAMED IN THE ABOVE CASE CAPTION, AND ALL OTHERS
WHOM IT MAY CONCERN:

YOU ARE NOTIFIED OF THE INSTITUTION OF THIS ACTION BY THE PLAINTIFF
AGAINST YOU, SEEKING TO FORECLOSE AND ENFORCE A REAL ESTATE MORTGAGE
ON THE FOLLOWING PROPERTY IN PALM BEACH COUNTY, FLORIDA:

LOT(S) 13, OF OCEAN PARK H.W. ROBBINS ADDITION AS RECORDED IN
PLAT BOOK 6, PAGE 78 ET SEQ., OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA

DATED: December 08, 2009

VESCHIO LAW GROUP, LLC

By:

VICTOR H. VESCHIO- Bar No. 0136794
MARK D. SMITH- Bar No. 0069698
JARY C. NIXON- Bar No. 058873
TARY L. NIXON- Bar No. 0152194
2001 W. KENNEDY BLVD.
Tampa, FL 33606 Phone (813) 258-8741

Fore 9230*12/08/2009*GAP

FILED

09DEC-9 PM 3:42

WC-22



Return To: LOAN # 6961279301
FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
This document was prepared by:
KRISTINA ECHT
BANK OF AMERICA, N.A.
9000 SOUTHSIDE BLVD., #600
JACKSONVILLE, FL 322560000

CFN 20070406781
OR BK 22057 PG 0259
RECORDED 08/24/2007 14:40:26
Palm Beach County, Florida
AMT 1,500,000.00
Deed Doc 5,250.00
Intang 3,000.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0259 - 274; (16pgs)

[Space Above This Line For Recording Data]

LOAN # 6961279301

MORTGAGE

PREMIER TITLE COMPANY, LTD.
151 Royal Palm Way
Palm Beach, FL 33480-4242

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 AUGUST 20, 2007, together with all Riders to this document.
(B) "Borrower" is TAMARA JEAN FISHER A/K/A TAMARA JEANNE FISHER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

VMP -6(FL) (0005)

Page 1 of 16

Initials:

VMP MORTGAGE FORMS - (800)521-7291



CVFL 08/17/07 10:26 AM 6961279301

Lender's address is 9000 SOUTHSIDE BLVD., #600, JACKSONVILLE, FL 322560000

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated AUGUST 20, 2007. The Note states that Borrower owes Lender ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 Dollars

(U.S. \$ 1,500,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 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]:

Adjustable Rate Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider

Second Home Rider
 1-4 Family Rider
 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.

VMP -6(FL) (0005)

CVFL 08/17/07 10:26 AM 6961279301

Page 2 of 16

Initials:

Form 3010 1/01

(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 : of PALM BEACH

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

LEGAL DESCRIPTION

The West 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W. ROBRINS ADDITION TO PALM BEACH, FLORIDA, according to the plat thereof, as recorded in Plat Book 6, Page 78, of the Public Records of Palm Beach County, Florida.

The West 20 feet of Lot 13, ROOTS SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, page 22, Public Records of Palm Beach County, Florida.

Parcel ID Number: TO BE DETERMINED
164 SEMINOLE AVENUE
PALM BEACH
("Property Address"):

which currently has the address of
[Street]
[City], Florida 33480 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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."

VMP -6(FL) (0005)

CVFL 08/17/07 10:26 AM 6961279301

Page 3 of 16

Initials:

Form 3010 1/01

This
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



THUR
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 shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

VMP-6(FL) (0005)

CVFL 08/17/07 10:26 AM 6961279301

Page 5 of 16

Initials:

Form 3010 1/01

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

(Handwritten signature)

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.

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



THURS.
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.

8. 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

VMP -6(FL) (0005)

CVFL 08/17/07 10:26 AM 6961279301

Page 8 of 16

Initials:

Form 3010 1/01

T.D.P.
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 required) 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.

(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.

H 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.

11. 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

THIS

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 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.

THIS

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:

Cynthia
WITNESS PRINTED NAME AND SIGNATURE

John
WITNESS PRINTED NAME AND SIGNATURE

JP
(Seal)
TAMARA JEAN PISHER
-Borrower

164 SEMINOLE AVENUE , PALM BEACH , FL , 33480
(Address)

JP
(Seal)
-Borrower

(Address)

JP
(Seal)
-Borrower

(Address)

JP
(Seal)
-Borrower

(Address)

JP
(Seal)
-Borrower

(Address)

(Address)

JP
(Seal)
-Borrower

JP

*This
is not
a Certified Copy*

STATE OF ~~FLORIDA~~, *Louisiana*

The foregoing instrument was acknowledged before me this
by

*Pearl of Orleans
County ss:*

20th day of August, 2007

who is personally known to me or who has produced

as identification.

C. Sch

Notary Public

WPK6072 17877

VMP® - 6(FL) (0005)

Page 16 of 16

Initials: *JF*

CVFL 08/17/07 10:26 AM 6961279301

Form 3010 1/01

CFN 20100172263
OR BK 23838 PG 1876
RECORDED 05/10/2010 14:17:28
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1876; (1pg)

RECORD AND
RETURN TO
THE
CLERK

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT BANK OF AMERICA, N.A., residing or located at 10401 Deerwood Park Blvd., Jacksonville, FL 32256 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF BANC OF AMERICA FUNDING CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-8 residing or located at 425 Walnut ST Cincinnati, OH 45202 herein designated as the assignee, the mortgage executed by TAMARA JEANNE FISHER A/K/A TAMARA J. FISHER, TAMARA JEAN FISHER recorded August 24, 2007 in Palm Beach County, Florida at BOOK 22057 and PAGE 0259 encumbering the property more particularly described as follows:

THE WEST 46 FEET OF LOT 13, LOT 14, AND THE EAST 31.77 FEET OF LOT 15, BLOCK 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 78, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE WEST 20 FEET OF LOT 13, ROOTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereunto affixed this 22 day of March, 2010.

BANK OF AMERICA, N.A.

ATTEST: Lance Bell
PRINT NAME: Lance Bell - Vice President

Signed in the presence of:

WITNESS: M. Johnson
Print Name: Michelle Johnson

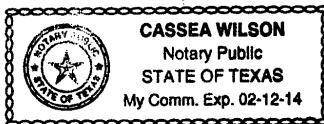
WITNESS: M. Baldwin
Print Name: Rose Baldwin

STATE OF Texas
COUNTY OF Tarrant

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 22 day of March, within my jurisdiction, the within named who acknowledged to me that (s)he is Vice President and who is personally known to me or has provided _____ as identification, that for and on behalf of **BANK OF AMERICA, N.A.** and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by **BANK OF AMERICA, N.A.** to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of March, 2010.

Cassandra Wilson
NOTARY PUBLIC



SR 10-14265

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.:

502010CAO 11118 XXXXNP

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF BANC OF
AMERICA FUNDING CORPORATION
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-8,

Plaintiff,

vs.

TAMARA JEANNE FISHER A/K/A
TAMARA J. FISHER A/K/A TAMARA
JEAN FISHER; CAPITAL ONE BANK;
MCCRARY CRESCENT LLC; MR.
CRESCENT CITY, LLC.; MICHAEL
MCCRARY; UNKNOWN SPOUSE OF
TAMARA JEANNE FISHER A/K/A
TAMARA J. FISHER A/K/A TAMARA
JEAN FISHER; UNKNOWN TENANT(S);
IN POSSESSION OF THE SUBJECT
PROPERTY,

Defendants.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL/PROSAC

2010 APR 20 PM 3:10

FILED

NOTICE OF LIS PENDENS
TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a mortgage recorded in Official Records Book 22057 at Page 0259 on the following property in Palm Beach County, Florida:

**THE WEST 40 FEET OF LOT 13, LOT 14, AND THE EAST 31.77 FEET OF LOT 15,
BLOCK 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, FLORIDA,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 78,
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

**THE WEST 20 FEET OF LOT 13, ROOTS SUBDIVISION, ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 1, PAGE 22, PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.**

including the buildings, appurtenances, and fixtures located thereon.

DATED

APR 19 2010

Law Offices of Marshall C. Watson, P.A.
1800 N.W. 49TH Street, Suite 120
Fort Lauderdale, FL 33309
Telephone: (954) 453-0365
(800) 441-2438
Facsimile: (954) 771-6052

By:
Ria Sankar Balram, Esq.
Bar Number 55589

Darian Williams
Bar #60627

10-14265

CFN 20110361723
OR BK 24767 PG 0289
RECORDED 09/28/2011 11:58:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0289 - 290; (2pgs)

This Instrument Prepared by/Return to:
Carri L. Pereyra, Esquire
The Law Offices of Marshall C. Watson, P.A.
1800 NW 49 Street, Suite 120
Fort Lauderdale, FL 33309
MCW File No. 10-14265

MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made this ___ day of May 2011 by Bank of America, N.A. ("Mortgagee").

WITNESSETH:

WHEREAS, Subordinating Mortgagee is the owner and holder of that certain Mortgage executed by Tamara J. Fisher and Stuart C. Fisher in favor of Bank of America, N.A., dated December 26, 2006, and recorded January 22, 2007, in Official Records Book 21326, Page 0948, of the Public Records of Palm Beach County, Florida, securing the principal amount of \$500,000.00 and encumbering the following described property:

THE WEST 40 FEET OF LOT 13, LOT 14, AND THE EAST 31.77 FEET OF LOT 15, BLOCK 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 78, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A/K/A 114 SEMINOLE AVENUE, PALM BEACH, FLORIDA 33480

WHEREAS, Bank of America, N.A. ("Lender") is the owner and holder of that certain Mortgage executed by Tamara Jean Fisher A/K/A Tamara Jeanne Fisher, a single person, in favor of Bank of America, N.A., dated August 20, 2007 and recorded August 24, 2007 in Official Records Book 22057, Page 0259, of the Public Records of Palm Beach County, Florida, securing the principal amount of \$1,500,000.00.

WHEREAS, Mortgagee has agreed to subordinate the aforescribed mortgage to the mortgage in favor of Lender.

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee agrees as follows:

- A. The recitals hereinabove set forth are true and correct and incorporated herein by reference.
- B. The lien of that certain mortgage executed by Tamara J. Fisher and Stuart C. Fisher in favor of Bank of America, N.A., dated December 26, 2006, and recorded January 22, 2007, in Official Records Book 21326, Page 0948, of the Public Records of Palm Beach County, Florida (the "Subordinated Mortgage"), is and shall be subordinate to the lien in favor of Lender as well as to all renewals, extensions, substitutions and modifications thereof.
- C. Anything herein to the contrary notwithstanding, the subordination of the Subordinated Mortgage to the Lender's mortgage pursuant to this Agreement shall be limited to the original principal amount of the Lender's mortgage plus any disbursements thereunder (other than future advances) made by the holder thereof together with interest thereon plus attorneys' fees and expenses as provided in Lender's mortgage, it being the express intent hereof that any future advances pursuant to the Lender's mortgage shall be subordinate to the Subordinated Mortgage unless otherwise agreed by the holder thereof.

IN WITNESS WHEREOF, the undersigned Mortgagee has duly executed and delivered this
Subordination of Mortgage as of this 17th day of May 2011.

Signed, sealed and delivered

In the presence of

Name: ROBERT DEVANGELIS

Name: Susan Norris

Bank of America, N.A:

By:

Name: Danielle Abenes

Title: Asst Vice Pres/Asst Sec

STATE OF North Carolina
COUNTY OF Guilford

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 17th day of
May 2011, by Danielle Abenes as AVP, of Bank of America,
N.A., on behalf of the corporation, to me [] personally known or [] produced identification. Type of
identification produced _____

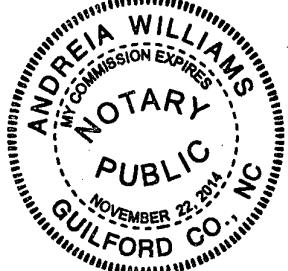
Andreia Williams

Name: Andreia Williams

Notary Public

My Commission Expires: 11-22-2014

Commission No.: _____



CFN 20110220649
OR BK 24581 PG 1644
RECORDED 06/16/2011 14:40:53
Palm Beach County, Florida
AMT 8,500.00
Deed Doc 29.75

MORTGAGE

THIS INDENTURE, made as of the 13th day of June, 2011, between **Tamara I. Fisher (TJ Fisher)** of 164 Seminole Avenue, Palm Beach, FL 33480 ("Mortgagor") and **Timothy W. Schulz** of 777 S. Flagler, West Palm Beach, FL 33401, ("Mortgagee").

WITNESSETH:

AMOUNT OF LIEN: "NOTE"

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of eight thousand five thousand DOLLARS (\$ 8,500.00) in lawful money of the United States for and in consideration of fees for legal services provided [In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County Florida in Case No. 502008 CA039338xxxMBAD MR Crescent City, LLC et al. Plaintiffs v. Giannasca Crescent City LLC, et al. Defendants] and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in the Town of Palm Beach, Palm Beach County, Florida with the municipal address of 164 Seminole Ave., Palm Beach, FL 33480, with a legal description and property address known as:

LEGAL DESCRIPTION

The west 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W.ROBBINS ADDITION TO PALM BEACH, FLORIDA, according to the plat thereof, as recorded in Plat Book 6, Page 78, of the Public Records of Palm Beach County, Florida.

The west 20 feet of Lot 13, ROOT'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, page 22, Public Records of Palm Beach County, Florida. Which has the address of **164 SEMINOLE AVENUE, PALM BEACH, FLORIDA, 33480**.

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof; and,

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and



egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

U.C.C. SECURITY AGREEMENT It is agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any and all other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

EQUITY OF REDEMPTION Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of eight thousand five hundred DOLLARS (\$8,500.00) with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

ARTICLE ONE COVENANTS OF MORTGAGOR

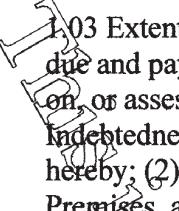
Mortgagor covenants and agrees with Mortgagee as follows:

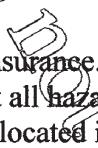
1.01 Secured Indebtedness. This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.

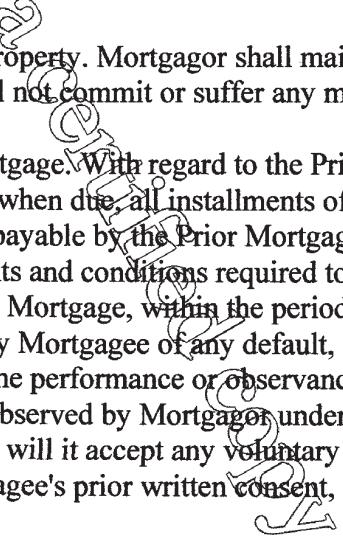
1.02 Performance of Note, Mortgage, Etc. Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of the United States of America, to Mortgagee the Secured Indebtedness with interest thereon as



provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

 1.03 Extent Of Payment Other Than Principal And Interest. Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

 1.04 Insurance. Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in Palm Beach, Florida.

 1.05 Care of Property. Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

1.06 Prior Mortgage. With regard to the Prior Mortgage, Mortgagor hereby agrees to: (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage; (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage; (iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage. (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE TWO DEFAULTS

2.01 Event of Default. The occurrence of any one of the following events which shall not be cured within 30 days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within 30 days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default": (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.



2.02 Options Of Mortgagee Upon Event Of Default. Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once as provided for in Paragraph 1.02(a) hereinabove, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

ARTICLE THREE MISCELLANEOUS PROVISIONS

3.01 Prior Liens. Mortgagor shall keep the Premises free from all prior liens, other than current pre-recorded Bank of America Mortgage(s), (except for those consented to by Mortgagee).

3.02 Notice, Demand and Request. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

3.03 Meaning of Words. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

3.04 Severability. If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.05 Governing Law. The terms and provisions of this Mortgage are to be governed by the laws of the State of Louisiana. No payment of interest or in the nature of interest for

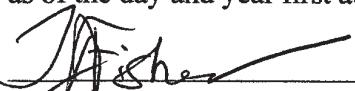
any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

3.06 Descriptive Headings. The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

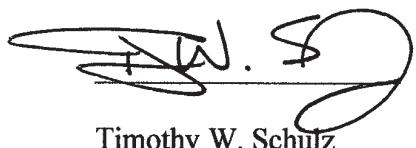
3.07 Attorney's Fees. As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

3.08 Exculpation. Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of Mortgagor's interest in the Premises as described herein.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.



By Tamara J. Fisher



Timothy W. Schulz

COPY

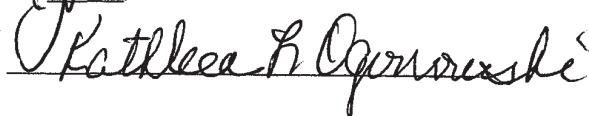
Witnesses:

N. Kelly Brown
N. Kelly Brown

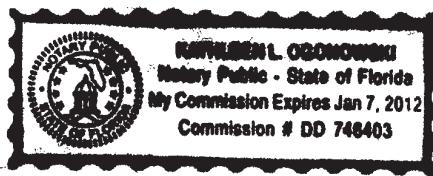
Sworn to and subscribed to before

The undersigned notary this 13 day

of JNE, 2011.



Notary Public



CLAIM OF LIEN
Florida 2003 CONSTRUCTION LIEN LAW, CH 713

Return to: (Self-addressed envelope enclosed)

Name: **KIRK D. OLIVER**

Address: **739 Belvedere Road
West Palm Beach, FL 33405**

This instrument prepared by:

Name: **Kirk D. Oliver**

Address: **739 Belvedere Road
West Palm Beach, FL 33405
561-832-2326**

**CFN 20060285443
OR BK 20334 PG 1381
RECORDED 05/12/2006 14:20:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1381; (1pg)**

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

Claim of Lien

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Before me, the undersigned Notary Public, personally appeared Kirk D. Oliver who was duly sworn and says that he is the agent of the lienor herein: KIRK D. OLIVER whose address is: 739 BELVEDERE ROAD, WEST PALM BEACH, FL 33405, and that in accordance with a contract with TAMARA JEAN FISHER lienor furnished labor, services or materials consisting of: LABOR TO REFINISH THREE EXTERIOR DOORS AND ONE GATE DOOR on the following described real property in PALM BEACH County, State of Florida: (Describe real property sufficiently for identification, including street and number, if known)

**164 SEMINOLE AVENUE, PALM BEACH, FL 33480
PARCEL #: 50-43-43-14-10-003-0131
OFFICIAL RECORDS BOOK: 11772 PAGE 1569
OCEAN PARK H W ROBBINS ADD IN
PALM BEACH COUNTY**

*Owned by: TAMARA JEAN FISHER of a total value of ONE THOUSAND ONE HUNDRED dollars (\$1,100.00) of which there remains unpaid \$1,100.00, and furnished the first of the labor on JANUARY 27, 2006 and the last of the labor on FEBRUARY 13, 2006, and (if the lien is claimed by one not in privity with the owner) that the lienor served his notice to owner on _____, by _____
IN PRIVITY _____*

(Method of Service)

and, (if required) that the lienor served copies of the notice on the contractor on _____, N/A, by _____, and on the subcontractor _____, by _____

(Method of Service)

on _____, by _____

(Method of Service)

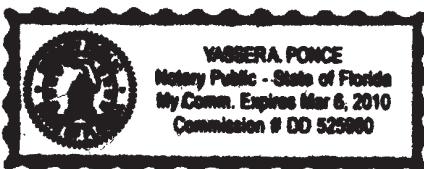
Signature

Kirk D. Oliver

Printed Name

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to and subscribed before me this 12 day of May, 2006. Affiant is personally known to me OR has produced the following as identification: FDL



Jones
NOTARY PUBLIC

OFFICE OF THE
CLERK & COMPTROLLER
PALM BEACH COUNTY



CFN 20060397601
OR BK 20570 PG 0992
RECORDED 07/07/2006 09:47:59
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0992; (1pg)

SHARON R. BOCK
CLERK & COMPTROLLER CERTIFICATE

IN RE: TRANSFER OF LIEN TO CASH BOND

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, SHARON R. BOCK, Clerk of the Circuit Court of
the County aforesaid, do hereby CERTIFY that I have received
CASH BOND for \$ 2,397.00 conditioned as provided in Section 713.24,
Florida Statutes to transfer the Claim of Lien filed by

LIENOR: KIRK D. OLIVER
ADDRESS: 739 BELEVEDERE ROAD, WEST PALM BEACH, FL 33405

Property described as: 164 SEMINOLE AVENUE, PALM BEACH , FL 33480
PARCEL #: 50-43-43-14-10-003-D131 OFFICIAL RECORDS BOOK 11772 PAGE 1569
OCEAN PARK H W ROBBINS ADD IN PALM BEACH COUNTY

OWNED BY: TAMARA JEAN FISHER

and recorded in CFN 2006 0285443

public records of the county and the claim of lien has been
TRANSFERRED TO CASH BOND.

BY: NEIL FISHER(PRINCIPAL)
ADDRESS: 164 SEMINOLE AVENUE, PALM BEACH, FL 33480

I FURTHER CERTIFY that I have mailed a copy of this certificate to the
Lienor named in the Claim of Lien identified in the Certificate at the address
stated in the Claim of Lien and above.

DATED on JULY 7TH, 2006

CLERK & COMPTROLLER
PALM BEACH COUNTY
BY: Gloria L. Johnson (seal)
GLORIA L JOHNSON, Deputy Clerk



CFN 20060695956
OR BK 21204 PG 0867
RECORDED 12/18/2006 11:49:57
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0867; (1pg)

FINAL WAIVER OF LIEN

To All Whom It May Concern:

Whereas, the undersigned Kirk D. Oliver, has been employed and or contracted by Tamara Jean Fisher or her agents, or both, to furnish labor and/or material for the property known as:

164 Seminole Ave., Palm Beach, FL 33480
Parcel #: 50-43-43-14-10-003-0131
Official Records Book: 11772 Page 1569
Ocean Park H W Robbins Add
In Palm Beach County

NOW THEREFORE, the undersigned, for and in consideration of the sum of N/A dollars (\$ NA), the receipt of which is hereby acknowledged, does hereby waive and release any and all liens and claims or right to lien on said above described property under the statutes of the state of Florida, relating to construction liens, on account of labor or materials, or both, furnished by the undersigned to said property.

The aforementioned lien was recorded as a result of error, and is hereby waived and released if full by the undersigned.

DATED:

11/22/06



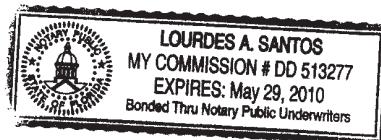
BY: Kirk D. Oliver

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 22
DAY OF November, 2006.

Produced at: Jede
0 416-504-70-3860


Notary Public

My commission expires 5/29/2010.



IN THE COUNTY COURT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502007SC002318 XXXX MB-RE

4030 CAPITAL ONE BANK

Plaintiff
vs.
TAMARA FISHER

Defendant(s)

LL

DEFAULT FINAL JUDGMENT

THIS CAUSE having come to be heard before this Honorable Court for Default Final Judgment on October 18, 2007, and the Court finding that a Default was entered, and being otherwise fully advised in the premises, it is:

ORDERED AND ADJUDGED THAT:

Plaintiff whose address is P.O.Box 85015, Richmond, VA 23285 shall recover from Defendant(s) TAMARA FISHER the principal sum of \$1,004.52, court costs in the amount of \$187.00, interest in the amount of \$922.29, and attorneys' fees in the amount of \$500, that shall bear interest at the rate of 11% per annum, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete the Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney, within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete form 7.343 and return it to the Plaintiff's attorney. The Fact Information Sheet need not be recorded in the Public Records.

DONE AND ORDERED at W. Palm Beach, Palm Beach County, Florida on this the _____ day of 17 ~ 7, 2007.

COUNTY COURT JUDGE

Copies furnished to:
HAYT, HAYT & LANDAU
7765 SW 87 Ave, Suite 101
Miami, Fl 33173

TAMARA FISHER
3107 Avenue F
Riviera Beach, Florida 33404
06-35074-0

FILE NUM 20070520997 OR BOOK/PAGE 22255/076 DATE: 11/14/2007 15:37:22 Pgs 1076 - 1078; (3pgs)
Sharon R. Back, CLERK & COMPTROLLER

Balance on Loan: _____
Monthly Payment:\$ _____ (List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any persons in the last year? If your answer is "Yes" describe the property and sale price, and give the names and address of the persons who received the property.

Does anyone owe you money? Amount owed:\$ _____

Names and Address of Person Owing Money: _____

Reason money is owed: _____

Please attach copies of the following:

- a. Your last pay stub.
- b. Your last 3 statements for each bank, savings, credit union, or other financial account.
- c. Your motor vehicle registrations and titles.
- d. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

STATE OF FLORIDA
COUNTY OF

JUDGMENT DEBTOR

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or has produced _____ as identification and who did/did _____ not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public
State of Florida

My Commission expires:

MAIL OR DELIVER THIS FORM TO THE CLERK OF THE COURT, AND MAIL OR DELIVER A COPY OF HE COMPLETED FORM TO THE JUDGMENT CREDITOR'S ATTORNEY.

FORM7.343
FACT INFORMATION SHEET

Full Legal Name: _____

Nicknames or Aliases: _____

Residence Address: _____

Mailing Address (if different): _____

Telephone Numbers (Home) _____ (Business) _____

Name of Employer: _____

Address of Employer: _____

Position or Job Description: _____

Rate of Pay \$ _____ per _____. Average Paycheck: \$ _____ per _____.
Average Commissions or Bonuses \$ _____ per _____. Commissions or Bonuses are based on _____

Other Personal Income: \$ _____ from _____

(Explain details on the back of this sheet or an additional sheet if necessary.)

Social Security Number: _____ Birth date: _____

Driver's License Number: _____

Marital Status: _____ Spouse's Name: _____

Spouse's Address (if different): _____

Spouse's Social Security Number: _____ Birth date: _____

Spouse's Employer: _____

Spouse's Average Paycheck or Income: \$ _____ per _____

Other Family Income: \$ _____ from _____

(Explain details on the back of this sheet or an additional sheet if necessary.)

Names and Ages of All of Children (and addresses if not living with you): _____

Child Support or Alimony Paid \$ _____ per _____

Names of Others You Live With: _____

Who is Head of Your Household? _____ You _____ Spouse _____ Other Person

Checking Account at: _____ Account # _____

Savings Account at: _____ Account # _____

(Describe all other accounts or investments you may have, including stocks, mutual funds savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)

For Real Estate (land) You Own or Are Buying:

Address: _____

All Names on Title: _____

Mortgage Owed to: _____

Balance Owed: _____

Monthly Payment: _____

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying:

Year/Make/Model: _____ Color: _____

Vehicle ID#: _____ Tag No: _____ Mileage: _____

Names on title: _____ Present Value: \$ _____

Loan Owed to: _____



Name

Address

CFN 20080164581
OR BK 22608 PG 1976
RECORDED 05/01/2008 08:21:39
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1976; (1pg)

This
is
not
a
copy

IN THE COUNTY COURT IN AND
FOR PALM BEACH COUNTY, FLORIDA
CASE NO: 502007SC002318 XXXX MB - RE
CAPITAL ONE BANK

Plaintiff
vs.

TAMARA FISHER

Defendant(s)

LL

DEFAULT FINAL JUDGMENT

THIS CAUSE having come to be heard before this Honorable Court for Default Final Judgment on October 18, 2007, and the Court finding that a Default was entered, and being otherwise fully advised in the premises, it is:

ORDERED AND ADJUDGED THAT:

Plaintiff whose address is P.O. Box 85015, Richmond, VA 23285 shall recover from Defendant(s) TAMARA FISHER the principal sum of \$1,004.52, court costs in the amount of \$187.00, interest in the amount of \$922.29, and attorneys' fees in the amount of \$500 that shall bear interest at the rate of 11% per annum, for all of which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete the Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney, within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete form 7.343 and return it to the Plaintiff's attorney. The Fact Information Sheet need not be recorded in the Public Records.

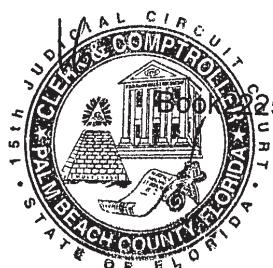
DONE AND ORDERED at W. Palm Beach, Palm Beach County, Florida on this the _____ day of 12 ~ 7, 2007.

COUNTY COURT JUDGE

Copies furnished to:
HAYT, HAYT & LANDAU
7765 SW 87 Ave, Suite 101
Miami, FL 33173

TAMARA FISHER
3107 Avenue F
Riviera Beach, Florida 33404
06-35074-0 [REDACTED]

FILE NUM 20070520087 OR BOOK/PAGE 22255/H076 DATE: 11/4/2007 15:37:22 Pgs 1076 - 1078; (3pgs)
Sharon R. Bock, CLERK & COMPTROLLER



Book 22255/Page 1076

Page 1 of 3

I hereby certify that this is a true and correct copy
of a PORTION OF this document this day, Apr 30, 2008.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Danna K. Miller Deputy Clerk



Return to: (enclose self-addressed stamped envelope)

Name:

Broten Garage Door & Gate, Inc.

Address:

886 South Andrews Avenue
Pompano Beach, Florida 33069

This instrument prepared by:

Address:

886 South Andrews Avenue
Pompano Beach, Florida 33069

Property Appraisers Parcel Identification (Folio) Number (s):

CFN 20130007328
OR BK 25697 PG 1983
RECORDED 01/07/2013 10:13:11
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1983; (1pg)

Claim of Lien

State of Florida
County of Palm Beach

Before me, the undersigned Notary Public, personally appeared Ernie LaMay who was duly sworn and says that she is (the lienor herein) Broten Garage Door & Gate

(LIENOR'S NAME)

whose address is 886 S. Andrews Avenue, Pompano Beach, FL 33069

(LIENOR'S ADDRESS)

and that in accordance with a contract with Dr. Neil Fisher

164 Seminole Avenue, Palm Beach, FL 33480

lienor furnished labor, service or materials consisting of: (Describe specially fabricated materials separately)

SERVICE FOR GATE

on the following described real property in Palm Beach County, State of Florida.
(Describe real property sufficiently for identification, including street and number, if known.)

NTO: In Palm Beach County, FL

STREET: 164 Seminole Avenue, Palm Beach, FL 33480

OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 & ROOTS SUB PB1P22 W 20 FT OF LT 13

Owned by Tamara Jean Fisher of a total value of Five Hundred Twenty-Three 00/100 dollars (\$ 523.00) of which there remains unpaid \$ 523.00, and furnished the first part of the items on October 18, 2012, and the last of the items on October 23, 2012, and (if the lien is claimed by one not in privity with the owner) that the lienor served her notice to owner on _____, by _____, and, (if required) that the lienor served copies of the notice on the contractor on _____, by _____.
(METHOD OF SERVICE)

and on the subcontractor, _____, on _____, by _____
(METHOD OF SERVICE)

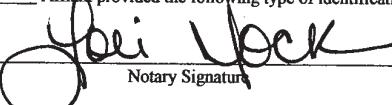

(LIENOR SIGNATURE)

Ernie LaMay, Broten Garage Door & Gate.
(PRINTED NAME)

Sworn to and subscribed before me this 4th day of January, 2013.

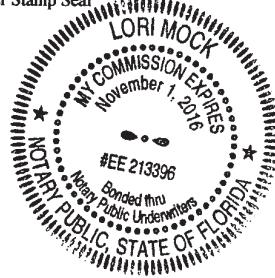
(Check One) X Affiant is personally known to me.

Affiant provided the following type of identification


Notary Signature

Lori Mock
Printed Name

Notary Rubber Stamp Seal



Return to:
Name: Buckeye Plumbing, Inc.
Address: 310 Business Parkway
West Palm Beach, FL 33411

This instrument Prepared by:
Name: Buckeye Plumbing, Inc.
Address: 310 Business Parkway
West Palm Beach, FL 33411

Property Appraisers Parcel Identification (Folio) Number(s):
00-41-43-10-00-000-3300

CFN 20150153675
OR BK 27496 PG 0399
RECORDED 04/28/2015 12:39:10
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0399; (1pg)

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARNING!

**THIS LEGAL DOCUMENT REFLECTS A CONSTRUCTION LIEN HAS BEEN PLACED ON THE
REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES
ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR
FROM DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID
THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE COMMENCED TO FORECLOSURE OR
TO DISCHARGE THIS LIEN.**

Claim of Lien

State of Florida

County of Palm Beach

Before me, the undersigned Notary Public, personally appeared Kevin Gillum who was duly sworn and says that he is the agent of the lienor herein Buckeye Plumbing, Inc., whose address is 310 Business Parkway, West Palm Beach, FL 33411, and that in accordance with a contract with STUART FISHER lienor furnished labor, services or materials consisting of Materials & Labor for General Plumbing on the following described real property in Palm Beach County, State of Florida: 164 SEMINOLE AVE PALM BEACH FL 33480

PCN: 50-43-43-14-10-003-0131

Legal Description: OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 & ROOTS SUB PBI P22 W 20 FT OF LT 13

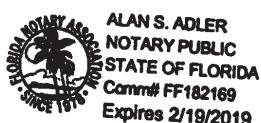
Owned by: TAMARA JEAN (TJ) FISHER

of a total value of TWO HUNDRED AND TWENTY ONE DOLLARS and 12 cents (\$221.12) which there remains unpaid TWO HUNDRED AND TWENTY ONE DOLLARS AND 12 CENTS (\$221.12), and furnished the first part of the items on 02/09/2015 and the last of the items on 02/09/2015 (if the lien is claimed by one not in privity) that the lienor served his notice to owner on 02/19/2015 by certified mail – return receipt.

by: Kevin Gillum
President
Buckeye Plumbing, Inc.
561-793-3169

Sworn to and subscribed before me this 27th day of April, 2015. Affiant is personally known to me.

Alan Adler
Alan Adler
Notary Public, State of Florida



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

CASE NO.: *2011CC008209444XSB*
DIVISION:

RS

BOTANICA LANDSCAPING, LLC,

Plaintiff,

vs.

TAMARA JEAN FISHER,
an Individual,

Defendant.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

2011 MAY 31 PM 3:58

NOTICE OF LIS PENDENS

TO DEFENDANTS, TAMARA JEAN FISHER AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff against you seeking to quiet title on the following property in Palm Beach County, Florida:

Address: 164 Seminole Avenue, Palm Beach, FL 33480

PNC: 50-43-43-14-16-003-0131

Legal Description: Ocean Park, H W Robbins Add W 40
Ft of Lt 13, Lt 14 & E 31.77 Ft of Lt 15 Blk 3 & Roots Sub
PB 1P22 W 20 Ft of Lt 13

OWNER: TAMARA JEAN FISHER

DATED this 16 day of May, 2011.

THE CHAPMAN LAW FIRM, P.A.
Attorneys for Plaintiff.
7251 W Palmetto Park Rd. Ste. 203
Boca Raton, FL 33433
(561) 997-0449
(561) 997-0446

By: *SCOTT B. CHAPMAN, ESQ.*
FBN: 966071

THE CHAPMAN LAW FIRM, P.A.

7251 WEST PALMETTO PARK RD • SUITE 203 • BOCA RATON, FLORIDA 33433 • PHONE (561) 997-0449 • FAX (561) 997-0446

CFN 20110208873, OR BK 24565 PG 1934,RECORDED 06/08/2011 09:09:20
Sharon R. Bock,CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 1

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502011CC008209XXXXSB

CIVIL DIVISION: RS

BOTANICA LANDSCAPING LLC,
PLAINTIFF(S),
-- vs. --

TAMARA JEAN FISHER,
DEFENDANT(S).

ORDER RE: NOTICE OF LACK OF PROSECUTION

THIS MATTER came before the Court and the Court being fully advised in the premises, finds as follows:

Record activity has been filed within the time allowed and this case will not be dismissed.

Good cause has been shown, in writing, why this action should not be dismissed for lack of prosecution, and filed with the Clerk within the time allowed and this case will not be dismissed.

Showing of good cause is legally insufficient and does not constitute good cause. See *Paedae v. Voltaggio*, 472 So.2d 768 (1st DCA 1985), and cases cited therein, for examples of good cause.

A hearing is required to determine if good cause exists for failure to prosecute. That hearing will be held on the date and time set forth in the original order.

The Court finds that (1) notice prescribed by Rule 1.420(e) was served properly; (2) there was no record activity during the 10 months immediately preceding service of the foregoing notice; (3) there was no record activity during the 60 days immediately following service of the foregoing notice; (4) no stay has been issued or approved by the Court; and (5) no party has shown good cause why this action should remain pending. Accordingly this action is dismissed for lack of prosecution.

Other: _____

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida this 15th day of October, 2014



COUNTY JUDGE

Copy furnished by U.S. Mail to :

SCHULZ, TIMOTHY W, 777 SOUTH FLAGLER DRIVE SUITE 1601, WEST PALM BEACH FL 33401

CHAPMAN, SCOTT B, 7200 WEST CAMINO REAL SUITE 102 SCOTT B. CHAPMAN, ESQ., BOCA RATON FL 33433

Please see reverse side for notice in accordance with Americans with Disabilities Act of 1990 (ADA) 42 U.S.C. §12101 et seq. and Administrative Order 2.207-6/10.

2014 OCT 21 AM 8:55
FILED
PALM BEACH COUNTY CLERK & COMPTROLLER
SHARON R. BOCK, CLERK & COMPTROLLER
SOUTH BRANCH - FAX
MARION H. COOK, CLERK & COMPTROLLER
NORTH BRANCH - FAX

Name:

Address:

CFN 20130005305
OR BK 25694 PG 1353
RECORDED 01/04/2013 13:37:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1353 - 1354; (2pgs)

This is not a
Certified Copy

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

CIVIL DIVISION

CASE NO. 50 2011CA005579 XXXXMB AO

T.J. FISHER, an individual, T.J. BISCAYNE
HOLDINGS, LLC, and MARKET STREET
PROPERTIES PALM BEACH, LLC,

Plaintiffs,

v.

BANK OF AMERICA, N.A., and
STUART C. FISHER, an individual,

Defendants.

NOTICE OF LIS PENDENS

TO DEFENDANT BANK OF AMERICA and to ALL OTHERS TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the filing of this Lis Pendens on behalf of the Plaintiffs in the above listed action, which ultimately may effect title to the following property located in Palm Beach County, Florida, having the following legal description:

164 Seminole Avenue, Palm Beach Florida 33480

PNC: 50-43-43-14-10-003-0131

LEGAL DESCRIPTION: OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 & ROOTS SUB PB1P22 W 20 FT OF LT 13

PLEASE GOVERN YOURSELVES ACCORDINGLY.

January 2, 2013

TIMOTHY W. SCHULZ, P.A.
224 Datura Street, Suite 815
West Palm Beach, Florida 33401
Telephone: 561-659-1167
Facsimile: 561-659-1168
schulzt@twslegal.com

By: /s/ Timothy W. Schulz
TIMOTHY W. SCHULZ
Florida Bar No. 073024

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via E-Mail on J. Randolph Liebler, Esq., Liebler, Gonzalez & Portuondo, P.A., Courthouse Tower – 25th Floor, 44 West Flagler Street, Miami, Florida 33130 this 4th day of January, 2013.

By: /s/ Timothy W. Schulz
TIMOTHY W. SCHULZ

This is not a certified copy

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

CIVIL DIVISION

CASE NO. 50 2011CA005579 XXXXMB AO

T.J. FISHER, an individual, T.J. BISCAYNE
HOLDINGS, LLC, and MARKET STREET
PROPERTIES PALM BEACH, LLC,

Plaintiffs,

v.

BANK OF AMERICA, N.A., and
STUART C. FISHER, an individual,

Defendants.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL

2013 JAN -4 PM 11:47

FILED

NOTICE OF LIS PENDENS

TO DEFENDANT BANK OF AMERICA and to ALL OTHERS TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the filing of this Lis Pendens on behalf of the Plaintiffs in the above listed action, which ultimately may effect title to the following property located in Palm Beach County, Florida, having the following legal description:

164 Seminole Avenue, Palm Beach Florida 33480
PNC: 50-43-43-14-10-003-0131

LEGAL DESCRIPTION: OCEAN PARK, H W ROBBINS ADD W 40 FT OF LT 13, LT 14 & E 31.77 FT OF LT 15 BLK 3 & ROOTS SUB PB1P22 W 20 FT OF LT 13

PLEASE GOVERN YOURSELVES ACCORDINGLY.

January 2, 2013

TIMOTHY W. SCHULZ, P.A.
224 Datura Street, Suite 815
West Palm Beach, Florida 33401
Telephone: 561-659-1167
Facsimile: 561-659-1168
schulzt@twslegal.com

By: /s/ Timothy W. Schulz
TIMOTHY W. SCHULZ
Florida Bar No. 073024

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via E-Mail on J. Randolph Liebler, Esq., Liebler, Gonzalez & Portuondo, P.A., Courthouse Tower – 25th Floor, 44 West Flagler Street, Miami, Florida 33130 this 4th day of January, 2013.

By: /s/ Timothy W. Schulz
TIMOTHY W. SCHULZ

This is not a certified copy

03 WILL CALL

Prepared By:

Carlos Megias, Esquire
2135 South Congress Avenue #3C
West Palm Beach, Florida 33406

Dec-20-1999 12:26pm 99-500406
ORB 11516 Pg 1784
Con 149,000.00 Doc 521.50
DOROTHY H. WILKEN, CLERK PB COUNTY, FL


FILE NUMBER: 3717

ASSUMPTION AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared TAMARA JEANNE FISHER who, being duly sworn according to law, deposes and says as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. I am the buyer of real property described as follows:

The West 20 feet of Lot 13, ROOTS SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, page 22, Public Records of Palm Beach County, Florida.

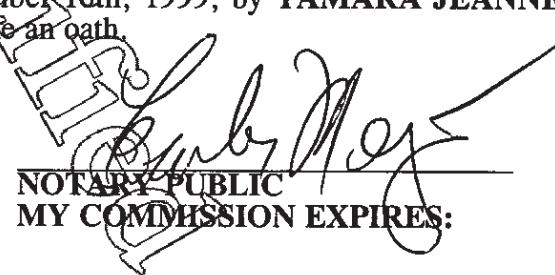
2. The outstanding principal balance on the mortgage assumed by the buyers is \$149,000.00 .



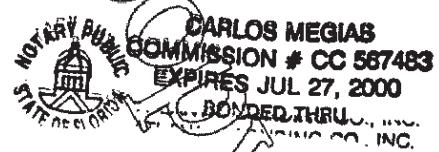
TAMARA JEANNE FISHER

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this December 16th, 1999, by TAMARA JEANNE FISHER, who is personally known to me and who did take an oath.



NOTARY PUBLIC
MY COMMISSION EXPIRES:



WC22
CFN 20070406780
OR BK 22057 PG 0258
RECORDED 08/24/2007 14:40:26
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0258; (1pg)

Prepared by/return to:
Premier Title Company, Ltd.
Jeannene Cox
151 Royal Palm Way
Palm Beach, FL 33480
File No. 07-121

NON-IDENTITY AFFIDAVIT

STATE OF Louisiana
COUNTY OF Palm Beach

BEFORE ME, the undersigned authority, personally appeared TAMARA JEANNE FISHER, a/k/a TAMARA JEAN FISHER, who, upon being first sworn according to law, deposes and says:

- (1) Affiant has personal knowledge about the facts contained in this Affidavit.
- (2) That this affidavit is made in connection with the refinance of the real property legally described as follows:

The West 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, FLORIDA, according to the plat thereof, as recorded in Plat Book 6, Page 78, of the Public Records of Palm Beach County, Florida.

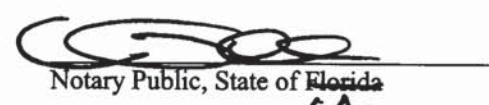
The West 20 feet of Lot 13, ROOTS SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, page 22, Public Records of Palm Beach County, Florida.

- (3) That Affiant has examined copies of the following described judgments and/or liens and hereby states that she is not one and the same as the defendant named in the following judgment(s):
 - a. Final Judgment of Support recorded May 16, 2007 in Official Records Book 21740, Page 1844 of the Public Records of Palm Beach County, Florida.
 - b. Default Final Judgment recorded November 3, 2005 in Official Records Book 19488, Page 0238 and on December 21, 2005 in Official Records Book 19697, Page 0910 of the Public Records of Palm Beach County, Florida.
 - c. Final Judgment recorded on September 11, 2000 in Official Records Book 12004, Page 1975 of the Public Records of Palm Beach County, Florida.
- (4) Affiant states that if there are any judgments, Federal Tax Liens or like matters existing of record in Palm Beach County against persons with names similar to the name of Affiant, such persons are persons other than Affiant; and further states that there are no judgments, Federal Tax Liens or any other matters of any kind or nature whatsoever existing against Affiant and recorded in the Public Records of said county which would constitute a lien upon or which would adversely affect title to the property described hereinabove.
- (5) This Affidavit is given to induce Bank of America, N.A. to fund the transaction and Premier Title Company, Ltd. to issue a Title Insurance Policy in connection with this matter.

FURTHER AFFIANT SAYETH NAUGHT


TAMARA JEANNE FISHER

Subscribed and sworn to before me this 20 day of August 2007 by Tamara Jeanne Fisher, who () is personally known to me or () produced ___ driver's license as identification.


Notary Public, State of Florida
CA.

WP K602 17877

This instrument was prepared by:

Name: ✓ Ricardo L. Fraga, Esq.
Address: Greenberg, Traurig, P.A.
1221 Brickell Avenue, Suite 2100
Miami, Florida 33131-3261

(Space reserved for Clerk of Court)

DECLARATION OF COVENANTS

RECITALS

WHEREAS, TJ PALM PROPERTIES, INC., a Florida corporation ("TJPP") is the owner of the property described in Exhibit "A" (the "Root Trail Property") and TJ PALM INVESTMENTS NO. 1, INC., a Florida corporation ("TJPI") is the owner of the property described in Exhibit "B" (the "Seminole Avenue Property").

WHEREAS, Since the Root Trail Property does not have an independent sprinkler water system, TJPP, with TJPI's consent, had the sprinklers on the Root Trail Property connected to the sprinkler water system on the Seminole Avenue Property.

WHEREAS, The applicable governmental authorities have required that the sprinklers on the Root Trail Property be disconnected from the sprinkler water system on the Seminole Avenue Property upon a change in fee-simple ownership to either the Root Trail Property or the Seminole Avenue Property, unless the then fee-simple owners of the Root Trail Property and the Seminole Avenue Property affirm in writing that they do not wish to have same disconnected.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, TJPP and TJPI agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated in their entirety.

2. COVENANT. TJPP and TJPI hereby agree that the sprinklers on the Root Trail Property may remain connected to the sprinkler water system on the Seminole Avenue Property, however upon a change in fee-simple ownership to either the Root Trail Property or the Seminole Avenue Property, the Sprinklers on the Root Trail Property shall be disconnected from the sprinkler water system on the Seminole Avenue Property, unless the then fee-simple owners of the Root Trail Property and the Seminole Avenue Property affirm in writing that they do not wish to have same disconnected.

3. TERM OF COVENANT / RELEASE OF COVENANT. The covenants herein shall run with the land, and shall remain in full force and effect and be binding upon the undersigned, their heirs, successors and assigns until an instrument executed by the, then, fee-simple owners of the Root Trail

Property and the Seminole Avenue Property has been recorded acknowledging that the sprinklers on the Root Trail Property have been permanently disconnected from the sprinkler water system on the Seminole Avenue Property and directing the Clerk of Circuit Court, Palm Beach County, Florida to cancel and release this instrument of record. Notification of the permanent disconnection and the release of this Covenant shall be sent to the Town of Palm Beach Building Department by the then current owners of the Root Trail Property and Seminole Avenue Property.

4 ENFORCEMENT. Enforcement shall be by action against any parties or persons violating, or attempting to violate any covenants contained herein. The prevailing party in any action, or suit pertaining to or arising out of this instrument, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of an attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

5 SEVERABILITY. Invalidation of any of the provisions herein, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

6 RECORDING. This instrument shall become effective upon its filing of record in the public records of Palm Beach County, Florida.

Witnessed and executed this 22 day of February, 1999.

WITNESSES:

Carmen Carlton
Signature
CARMEN CARLTON
Print Name

Signature

Print Name

Carmen Carlton
Signature
CARMEN CARLTON
Print Name

Signature

Print Name

TJ PALM PROPERTIES, INC., a Florida corporation

By *J. Fisher*
Tamara J. Fisher, President

TJ PALM INVESTMENTS NO. 1, INC., a Florida corporation

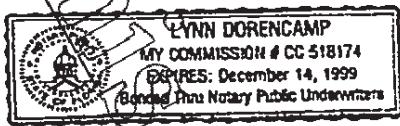
By *J. Fisher*
Tamara J. Fisher, President

COPY

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by Tamara J. Fisher as president of TJ PALM PROPERTIES, INC., a Florida corporation and as president of TJ PALM INVESTMENTS NO. 1, INC., a Florida corporation, who is personally known to me or has produced FL DL as identification.

Witness my signature and official seal this 22nd day of February, 1999, in the County and State aforesaid.



Lynn Dorencamp
Notary Public - State of Florida
Lynn Dorencamp

Print Name

My Commission Expires:

not a Certified COPY

EXHIBIT "A"

West 20 feet of Lot 13, Roots Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 22, Public Records of Palm Beach County, Florida.

This is not a Certified Copy

EXHIBIT "B"

The West 40 feet of Lots 13, 14 and the East 31.77 feet of Lot 15, Block 3,
OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, according to
the plat thereof recorded in Plat Book 6, Page 78 of the Public Records of Palm
Beach County, Florida.

This is not a Certified Copy

Dec-21-1999 03:12pm 99-503497
ORB 11521 Pg 258
Con 570,000.00 Doc 1,995.00
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

05 WILL CALL

Prepared By:
Carlos Megias, Esquire
2135 South Congress Avenue #3C
West Palm Beach, Florida 33406

FILE NUMBER: 3717A

ASSUMPTION AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared TAMARA JEANNE FISHER who, being duly sworn according to law, deposes and says as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. I am the buyer of real property described as follows:

The West 40 feet of Lot 13, Lot 14, and the East 31.77 feet of Lot 15, Block 3, OCEAN PARK H.W. ROBBINS ADDITION TO PALM BEACH, according to the plat thereof, recorded in Plat Book 6, page 78, Public Records of Palm Beach County, Florida.

2. The outstanding principal balance on the mortgage assumed by the buyers is \$370,000.00. *\$370,000.00 fm*

TAMARA JEANNE FISHER

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this December 16th, 1999, by TAMARA JEANNE FISHER, who is personally known to me and who did take an Oath.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

