

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

SIMON L. BERNSTEIN  
Deceased.

File No. 502012CP4391XXXXSB

**NOTICE OF HEARING**

TO: SEE SCHEDULE

YOU ARE HEREBY NOTIFIED that the undersigned will call up for hearing before the Honorable MARTIN COLIN, judge of the above court, in the judge's chambers in the Palm Beach South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33444 on January 8, 2015, at 9:30 o'clock A.M., or as soon thereafter as same may be heard, the

**TED S. BERNSTEIN, AS SUCCESSOR TRUSTEE OF THE SIMON L. BERNSTEIN TRUST, MOTION FOR INSTRUCTIONS – COPY ATTACHED**

Time set aside by the court is 30 minutes.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I CERTIFY that a copy hereof has been furnished to the above addressees by U.S. Mail and/or e-service on Dec 2<sup>nd</sup>, 2014.

*Pursuant to the local rules of this Court, (Broward County) the undersigned counsel certifies that prior to the filing the motion, he communicated with opposing counsel in an attempt to resolve this motion.*

In accordance with the American's with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the 17<sup>th</sup> Judicial Circuit ADA Coordinator not later than 2 business days prior to the proceeding at 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, Telephone Number 954-831-7721 or TDD Number 1-800-955-8771 via Florida Relay Service.

BRIAN M. O'CONNELL, ESQ.  
Florida Bar No. 308471  
ASHLEY N. CRISPIN, ESQ.  
Florida Bar No. 37495  
JOIELLE A. FOGLIETTA, ESQ.  
Florida Bar No. 94238  
Ciklin Lubitz Martens & O'Connell  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
Telephone: 561-832-5900  
Facsimile: 561-833-4209  
[Service@ciklinlubitz.com](mailto:Service@ciklinlubitz.com)

cc: Sherri Norton, JA for Judge Colin via U.S. Mail

### SERVICE LIST

<p>Alan B. Rose, Esq. Page, Mrachek, Fitzgerald &amp; Rose, PA. 505 S. Flagler Dr., Suite 600 West Palm Beach, FL 33401 (561) 355-6991 <a href="mailto:arose@mrachek-law.com">arose@mrachek-law.com</a> <a href="mailto:mchandler@mrachek-law.com">mchandler@mrachek-law.com</a> Attorney for Ted S. Bernstein</p>	<p>John P. Morrissey, Esq. 330 Clematis St., Suite 213 West Palm Beach, FL 33401 <a href="mailto:john@jmorrisseylaw.com">john@jmorrisseylaw.com</a> Attorney for Molly Simon et al</p>	<p>Max Friedstein 2142 Churchill Lane Highland Park, IL 60035 Beneficiary</p>
<p>Peter Feaman, Esq. Peter M. Feaman, P.A. 3695 Boynton Beach Blvd., uite 9 Boynton Beach, FL 33436 <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a></p>	<p>Jill Iantoni and Julia Iantoni, a Minor c/o Guy and Jill Iantoni, her Parents &amp; Natural Guardians 2101 Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	<p>Lisa Friedstein and Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:Lisa.friedstein@gmail.com">Lisa.friedstein@gmail.com</a> Beneficiary</p>
<p>Eliot Bernstein and Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 N.W. 34<sup>th</sup> St. Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.tv">iviewit@iviewit.tv</a></p>	<p>Pamela Beth Simon 950 N. Michigan Ave., Apt. 2603 Chicago, IL 60611 <a href="mailto:psimon@stpcorp.com">psimon@stpcorp.com</a></p>	

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

CASE NO. 502012CP004391XXXXSB  
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

\_\_\_\_\_/

**TED S. BERNSTEIN, AS SUCCESSOR TRUSTEE OF THE SIMON L.  
BERNSTEIN TRUST, MOTION FOR INSTRUCTIONS**

Ted S. Bernstein, as Successor Trustee of the Simon L. Bernstein Trust (the "Trustee"), files this Motion for Instructions to the Curator as to one of the significant assets of the Estate, a note and second mortgage held on certain real property, and states:

1. Ted S. Bernstein is the Successor Trustee of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 (the "Trustee"). The Trustee is the sole beneficiary of the estate, which pours-over into the Trust for the benefit of Simon's grandchildren.

2. At the time of his death, Simon held a Note and a Second Mortgage (collectively the Second Mortgage, "Exhibit "A") on real property located at 2753 N.W. 34th Street, Boca Raton, FL 33434 (the "Property").

3. The Property was purchased in June 2008 by Simon for \$360,000 and fully renovated by him. Title to the Property is held by an entity known as Bernstein Family Realty, LLC ("BFR"). The Property was renovated to make it suitable as the home for Eliot Bernstein and his family, who have resided in the Property ever since and to this day, apparently rent-free since Simon's death.

4. There is a purchase money first mortgage (the "Mortgage", attached as Exhibit "B") on the Property in the amount of \$110,000, held by Walter E. Sahn. That Mortgage was amended (Amendment, attached as Exhibit "C") in February 2012, to lower the interest rate to 3.5% and to extend the maturity until June 19, 2014. There currently is a total debt owed of approximately \$110,000.00 plus interest through June 19, 2014 of \$3,850.00.

5. Simon L. Bernstein holds the Second Mortgage on the Property, in the principal amount of \$365,000, plus accrued interest.

6. There also remain unpaid property taxes for 2013, in the amount of \$5,569.25, plus interest, for a total of \$6,114.68, according to the Property Appraisers and Tax Collectors websites (Exhibit "D"). It appears that the taxes for 2012 and prior years has been paid.

7. According to Zillow, the estimated value of the property is \$398,850. A listing on Zillow, attached, describes the property as follows: "Property backs up to Saint Andrews School. Completely gutted and remodeled in Florida pastel colors 2009, marble and bamboo floors, courtesy of Shirley Bernstein designs. Tiled backyard with swimming pool. Tiled drive. This home backs up to one of the nation's leading private schools, Saint Andrews School." (Exhibit "E")

8. Although it appears that the Estate's Second Mortgage is not fully secured, it appears to be highly likely that there is substantial value and equity in the Second Mortgage held by the Estate. Having conferred with the Curator, the Curator does not wish to actively be involved in administering this asset, and will comply with whatever the Court orders. The Trustee believes that the Curator or the Trustee needs to actively administer this asset to preserve any value for the Estate.

9. Regardless of the ultimate disposition of the Mortgage and the Note it secures, in order to preserve and/or maximize the value of this asset, it is the Trustee's business judgment that

the Estate needs to protect its interest by purchasing or otherwise satisfying the first Mortgage and being authorized to pay the outstanding taxes. The alternative would require Mr. Sahm, the holder of the first mortgage, to retain counsel and litigate against BFR and the current occupant of the property, Eliot Bernstein and his family. We would anticipate such litigation to be very costly to the Mortgage holder, and any attorneys' fees, plus interest, late fees, default interest, costs and expenses would only add to the debt and further diminish whatever equity value remains in the Second Mortgage.

WHEREFORE, the Trustee seeks instructions consistent with this motion authorizing and directing the Curator to transfer the Note and Second Mortgage to the Trust, and authorizing the Trustee to take appropriate actions as described above.

#### **CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service List, by U.S. Mail or Email only as indicated on the Service List, this 4th day of June, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA,  
THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, FL 33401  
(561) 655-2250 Telephone / (561) 655-5537 Facsimile  
email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com)  
Attorneys for Successor Trustee, Ted S. Bernstein

By: /s/ Alan B. Rose  
Alan B. Rose (Fla. Bar No. 961825)

– and –

PANKAUSKI LAW FIRM P.L.L.C.  
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Florida Bar No. 0982032  
120 South Olive Avenue, Suite 701  
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Attorneys for Successor Trustee, Ted S. Bernstein

SERVICE LIST

VIA US MAIL ONLY

Ted S. Bernstein  
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2753 NW 34th Street  
Boca Raton, FL 33434

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035

Alexandra Bernstein  
3000 Washington Blvd, Apt 424  
Arlington, VA, 22201

Eric Bernstein  
2231 Bloods Grove Circle  
Delray Beach, FL 33445

Michael Bernstein  
2231 Bloods Grove Circle  
Delray Beach, FL 33445

Matt Logan  
2231 Bloods Grove Circle  
Delray Beach, FL 33445

Molly Simon  
1731 N. Old Pueblo Drive  
Tucson, AZ 85745

Daniel Bernstein, a Minor  
c/o Eliot and Candice Bernstein,  
His Parents and Natural Guardians  
2753 NW 34th Street  
Boca Raton, FL 33434

Jacob Bernstein, a Minor  
c/o Eliot and Candice Bernstein,  
His Parents and Natural Guardians  
2753 NW 34th Street  
Boca Raton, FL 33434

Joshua Bernstein, a Minor  
c/o Eliot and Candice Bernstein,  
His Parents and Natural Guardians  
2753 NW 34th Street  
Boca Raton, FL 33434

Julia Iantoni, a Minor  
c/o Guy and Jill Iantoni,  
Her Parents and Natural Guardians  
2101 Magnolia Lane  
Highland Park, IL 60035

Max Friedstein, a Minor  
c/o Jeffrey and Lisa Friedstein,  
His Parents and Natural Guardians  
2142 Churchill Lane  
Highland Park, IL 60035

Carley Friedstein, a Minor  
c/o Jeffrey and Lisa Friedstein,  
Her Parents and Natural Guardians  
2142 Churchill Lane  
Highland Park, IL 60035

**VIA EMAIL ONLY**

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(561) 245-8588 - Telephone  
(561) 886-7628 - Cell  
(561) 245-8644 - Facsimile  
Email: Eliot I. Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))

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[tmealy@gcprobatelaw.com](mailto:tmealy@gcprobatelaw.com)  
Counsel for Lisa Sue Friedstein, individually  
and as trustee for her children, and as natural  
guardian for M.F. and C.F., Minors; Jill Marla  
Iantoni, individually and as trustee for her  
children, and as natural guardian for J.I. a  
minor

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Curator for the Estate of Simon Bernstein

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(561) 833-0867 - Facsimile  
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([john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com))  
Counsel for Molly Simon, Alexandra  
Bernstein, Eric Bernstein, Michael Bernstein



EXHIBIT

"A"

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PROMISSORY NOTE

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\$365,000.00

Effective as of July 1, 2008  
Asheville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsees and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Asheville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida  
limited liability company

By:   
SIMON BERNSTEIN, Manager

CFN 20080927651  
OR BK 22841 PG 1818  
RECORDED 09/04/2008 14:10:25  
Palm Beach County, Florida  
AMT 365,000.00  
Deed Doc 1, 277.50  
Sharon R. Beck, CLERK & COMPTROLLER  
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:  
  
Robert L. Spallina, Esq.  
Tescher & Spallina, P.A.  
2101 Corporate Boulevard, Suite 107  
Boca Raton, FL 33431  
(561) 998-7847

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.**

**SECOND MORTGAGE**

THIS SECOND MORTGAGE is made and executed the 8<sup>th</sup> day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.
2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.
3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.
4. To keep the Property insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.
5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.
6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.
7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

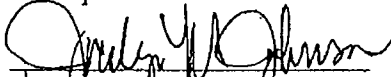
9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

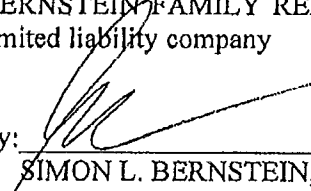
**IN WITNESS WHEREOF**, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

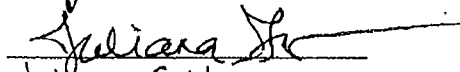
Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

in the presence of:

  
\_\_\_\_\_  
Jocelyn Hanson  
(Print Name)

By:   
\_\_\_\_\_  
SIMON L. BERNSTEIN, Manager

  
\_\_\_\_\_  
Juliana Goldman  
(Print Name)

STATE OF FLORIDA    )  
                                  )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA  
Diana Banks  
Commission # DD770917  
Expires: MAY 11, 2012  
BONDED THRU ATLANTIC BONDING CO, INC.

  
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print, type or Stamp Commissioned Name of Notary Public)  
Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT**  
**"B"**



CFN 20080241511  
 OR BK 22723 PG 0691  
 RECORDED 06/26/2008 09:06:17  
 Palm Beach County, Florida  
 AMT 110,000.00  
 Deed Doc 385.00  
 Intang 220.00  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0691 - 694; (4pgs)

Prepared by and return to:  
 John M. Cappeller, Jr.  
 Florida Title & Closing Co.  
 350 Camino Gardens Blvd. Suite 303  
 Boca Raton, FL 33432  
 561-392-3630  
 File Number: BT08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**MORTGAGE**

This Indenture, Made this June 20, 2008 by and between Bernstein Family Realty, LLC, a Florida limited liability company whose address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431, hereinafter called the Mortgagor, and Walter E. Sahn and Patricia Sahn, his wife whose address is 8230 SE 177th Winterthru Loop, The Villages, FL 32162, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

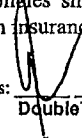
Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

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

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials:   
 DoubleTime

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money, due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

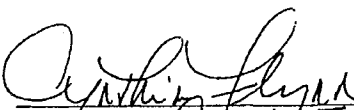
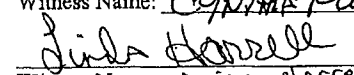
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

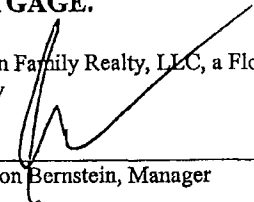
Executed at Palm Beach County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

  
Witness Name: CYNTHIA FLYNN  
  
Witness Name: LINDA HARRELL

Bernstein Family Realty, LLC, a Florida limited liability company

By:   
Simon Bernstein, Manager



State of Florida  
County of Palm Beach

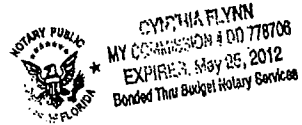
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

Cynthia Flynn  
Notary Public

Printed Name: CYNTHIA FLYNN

My Commission Expires: \_\_\_\_\_



COPY

# PROMISSORY NOTE

\$110,000.00

June 20, 2008  
Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Walter E. Sahn and Patricia Sahn, his wife at 8230 SE 17th Winterthru Loop, The Villages, FL 32162 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) with interest from the date hereof, at the rate of Six and One Half percent (6.5%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$150.00 representing a payment of interest only shall be due and payable on June 19, 2009, and on June 19, 2010, and on June 19, 2011 at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

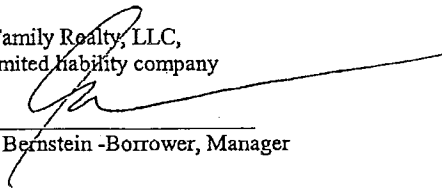
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,  
a Florida limited liability company

By:   
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

DoubleTimes

**EXHIBIT**  
**"C"**

WC 159



CFN 20120143493  
OR BK 25132 PG 1051  
RECORDED 04/12/2012 09:21:00  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.  
Cappeller Law  
John M. Cappeller, Jr.  
350 Camino Gardens Blvd., Suite 303  
Boca Raton, FL 33432

**AMENDMENT TO MORTGAGE AND PROMISSORY NOTE**

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177<sup>th</sup> Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

**WITNESSETH**

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, *inter alia*, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

**DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.**

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous:

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

**SEE EXECUTION BLOCK ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

D Banks  
Print Name: Diana Banks

Shari Dunham  
Print Name: Shari Dunham

MORTGAGOR:

**BERNSTEIN FAMILY REALTY, LLC,**  
a Florida limited liability company

By: [Signature]  
Simon Bernstein, Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(Seal)

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



**WITNESSES:**

*Angela M. Lawrence*  
 Print Name: Angela M. Lawrence

*Deanne Eppert*  
 Print Name: Deanne Eppert

**MORTGAGEE:**

*Walter E. Sahn*  
 Walter E. Sahn

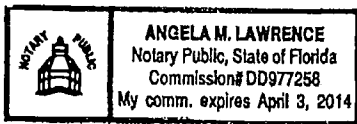
*Patricia A. Sahn*  
 Patricia Sahn

STATE OF FLORIDA  
 COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012, by Walter E. Sahn and Patricia Sahn. They     are personally known to me or  have produced driver's licenses as identification.

(Seal)

*Angela M. Lawrence*  
 Notary Public, State of Florida  
 Name: Angela M. Lawrence  
 Commission Expires: April 3, 2014  
 Commission No.: DD977258



a Certified Copy

**EXHIBIT**  
**"D"**



Location: City, State, or ZIP

Florida Boca Raton 33434 2753 NW 34th St

Views: 172

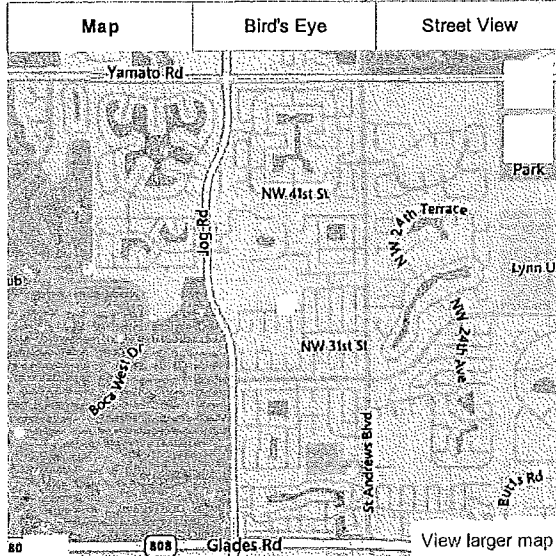
## 2753 NW 34th St, Boca Raton, FL 33434

### Off Market

Zestimate: \$398,850  
 Rent Zestimate: \$2,665/mo  
 Est. Refi Payment: \$1,536/mo

See current rates on Zillow  
 SPECIAL OFFER-AT&T U-verse TV + Internet

**Bedrooms:** Contact for details  
**Bathrooms:** 3 baths  
**Single Family:** 2,301 sq ft  
**Lot:** 9,147 sqft  
**Year Built:** 1978  
**Last Sold:** Jun 2008 for \$360,000  
**Heating Type:** Forced air



Correct home facts Save Hide Get updates Email more ▾

### Description

Property backs up to Saint Andrews School. Completely Guttled and Remodeled in Florida Pastel colors 2009, marble and bamboo floors, courtesy Shirley Bernstein Designs. Tiled backyard with swimming pool. Tiled drive. Neighborhood Description This home backs up to one of the nations leading Private Schools, Saint Andrew's School. <http://www.saintandrews.net>

<b>Cooling</b> Central	<b>Parking</b> Unknown	<b>Basement Type</b> Unknown
---------------------------	---------------------------	---------------------------------

5 homes for sale nearby. [View photos >](#)

### Home Values

Add owner estimate

<b>Zestimate</b> <b>\$398,850</b> +\$9,569 Last 30 days \$379K \$419K Zestimate range	<b>Rent Zestimate</b> <b>\$2,665/mo</b> +\$73 Last 30 days \$2.1K \$3.4K Zestimate range	<b>Zestimate forecast</b> To see Zestimate forecast <b>Create a free account</b> One year
---	--	--

Zestimate | Rent Zestimate | more ▾ 1 year | 5 years | 10 years



### Get a professional estimate

- Claire Sheres**  
(4)  
23 Recent sales  
(561) 414-2792
- Maria & Kevin Ferrelra**  
(12)  
17 Recent sales  
(561) 935-5604
- Julleta Renteria**  
(2)  
(754) 200-2520

Your Name

Phone

Email

I own this home and would like a professional estimate at 2753 NW 34th St, Boca Raton, FL 33434.

Learn how to appear as the agent above

**Hubzu**™ The Easy Way to Buy & Sell Homes Online. Start to Finish.™

241224 1h Lane  
Palm Beach Gardens, FL 33418  
(2 bd/ 2.0 ba)  
**\$165,000**

[View Details](#)

### Similar Homes for Sale

- 3421 NW 25th Ter, Boc...**  
For Sale: \$399,000  
Beds: Studio Sqft: 2214  
Baths: 2.0 Lot: 8,276
- 3028 NW 27th Ter, Boc...**  
For Sale: \$418,000  
Beds: 4 Sqft: 2141  
Baths: 2.5 Lot: 10,019
- 3376 NW 25th Ter, Boc...**  
For Sale: \$379,900  
Beds: 3 Sqft: 2137  
Baths: 2.0 Lot: 8,712

See listings near 2753 NW 34th St

**EXHIBIT**

**"E"**



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 Serving you.

Anne M. Gannon  
 Constitutional Tax Collector  
 Serving Palm Beach County  
 P.O. Box 3353  
 West Palm Beach, FL 33402-3353

Account Information		
Property Control Number	Property Type	Last Update
06-42-47-10-02-007-0680	Real Property	6/4/2014 9:53:28 AM
Mailing Address: BERNSTEIN FAMILY REALTY LLC 950 PENINSULA CORPORATE CIR STE 3010 BOCA RATON , FL 33487-1387		Property Address: 2753 NW 34TH ST BOCA RATON FL 33434
Owner of Record BERNSTEIN FAMILY REALTY LLC		Deed Number: 0
Legal Description		
BOCA MADERA UNIT 2 LT 68 BLK G		

#### Notice to Tax Payer

#### Print A Duplicate Tax Bill or View Tax Payment

To print a duplicate tax bill or view a tax payment, click on the Bill Year in the Tax Bills section below. Click the Print Tax Bill tab on the top of the next screen to print a duplicate tax bill. Note that the entire page may be printed by clicking the "Print this Page" tab.

#### Tax Bills Section

The "Original Tax Bill" is the annual property tax bill mailed in November. Annual property tax bills (Original Tax Bill) are payable November 1 - March 31. Discounts are provided for early payment.

"Certificate" under the bill type column denotes the purchase of a tax certificate for delinquent property taxes.

"Tax Deed App" indicates a Tax Deed Application (TDA) has been submitted to our office. The Tax Deed Application is a legal document that initiates the process of the property being sold at public auction (Tax Deed Sale) conducted by the Clerk and Comptroller.

If the AMOUNT DUE column below displays \$0.00, taxes are paid for that bill year. This statement is true even if there is a delinquent tax icon displayed (taxes paid after delinquency). Click on the Bill Year to view the Tax Payment section on the Bill Detail screen.

#### Delinquent Tax Information

**Delinquent Taxes:** If you see duplicate Tax Years below along with this icon **▲**, it indicates delinquent taxes. If the icon is displayed and the "Amount Due" column shows \$0.00 (no amounts due), the **taxes were paid after they became delinquent.** Click on the Bill Year to view the "Payment History" section.

If the Bill Number begins with a year (i.e. **2012:001234**), a **tax certificate was sold for delinquent property taxes.** In the example (2012:001234), the year denotes the year in which the tax certificate was sold. The 2012 Tax Certificate Sale was held June 7, 2012 for delinquent 2011 property taxes.

The amount due will display in the Tax Installment section under the Total Due column (Bill Detail screen). **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.** Please note delinquent taxes cannot be paid online.

Tax Bills							
Bill Year	Bill Type	Bill Number	Gross Tax	Penalty/Fees	Interest	Discount	Amount Due
2013	Original Tax Bill	101304074	\$5,569.25	\$294.81	\$250.62	\$0.00	\$6,114.68
2012	Original Tax Bill	101305382	\$5,578.13	\$0.00	\$0.00	\$0.00	\$0.00

## Account Detail

2011	Original Tax Bill	101305875	\$5,567.64	\$0.00	\$0.00	\$0.00	\$0.00
2010	Original Tax Bill	101306727	\$5,224.63	\$0.00	\$0.00	\$0.00	\$0.00
2009	Original Tax Bill	272180820	\$5,530.77	\$0.00	\$0.00	\$0.00	\$0.00
2008	Original Tax Bill	272263360	\$2,586.68	\$0.00	\$0.00	\$0.00	\$0.00
2007	Original Tax Bill	271374490	\$2,715.92	\$0.00	\$0.00	\$0.00	\$0.00
2006	Original Tax Bill	269598520	\$2,853.31	\$0.00	\$0.00	\$0.00	\$0.00
2005	Original Tax Bill	266929290	\$2,832.62	\$0.00	\$0.00	\$0.00	\$0.00
2004	Original Tax Bill	265655520	\$2,776.47	\$0.00	\$0.00	\$0.00	\$0.00
2003	Original Tax Bill	265003960	\$2,759.54	\$0.00	\$0.00	\$0.00	\$0.00
2002	Original Tax Bill	264042810	\$2,695.10	\$0.00	\$0.00	\$0.00	\$0.00
2001	Original Tax Bill	261202320	\$2,690.11	\$0.00	\$0.00	\$0.00	\$0.00
2000	Original Tax Bill	244536760	\$2,591.80	\$0.00	\$0.00	\$0.00	\$0.00
	Original Tax Bill	258940560	\$2,441.94	\$0.00	\$0.00	\$0.00	\$0.00
1999							
1998	Original Tax Bill	257654180	\$2,369.95	\$0.00	\$0.00	\$0.00	\$0.00