

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT OF FLORIDA, IN  
AND FOR PALM BEACH COUNTY

PROBATE DIVISION

FILE NO.: 502012CP004391XXXXNB IH

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IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

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**SUPPLEMENT TO PETITION FOR INSTRUCTIONS REGARDING SECOND  
MORTGAGE AND NOTE, SEEKING ALTERNATIVE RELIEF TO  
DISTRIBUTE ANY INTEREST OF ESTATE IN SECOND MORTGAGE AND NOTE  
TO TRUSTEE OF SIMON TRUST, SOLE RESIDUARY BENEFICIARY OF ESTATE**

BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN ("Mr. O'Connell" or "Successor Personal Representative"), by and through undersigned counsel, hereby files this Supplement to Petition for Instructions Regarding Second Mortgage and Note, Seeking Alternative Relief to Distribute any Interest of Estate in Second Mortgage and Note to Trustee of Simon Trust, Sole Residuary Beneficiary of Estate, and in support thereof, states as follows:

1. On June 24, 2014, Mr. O'Connell was appointed as the Successor Personal Representative of the Estate of Simon L. Bernstein ("Estate" and "Decedent," respectively).

2. On his date of death, the Decedent held a promissory note payable to the Decedent by the Bernstein Family Realty, LLC, a Florida limited liability company, dated July 1, 2008 in the principal amount of \$365,000.00 (the "Note"). See Note attached hereto as Exhibit "A." The Note is secured by a second mortgage on the real property located at 2753 N.W. 34<sup>th</sup> Street, Boca

IN RE: Estate of SIMON L. BERNSTEIN  
File No.: 502012CP004391XXXXNB IH  
Supplement to Petition for Instructions Regarding  
Second Mortgage and Note, Seeking Alternative  
Relief to Distribute any Interest of Estate in  
Second Mortgage to Trustee of Sion Trust,  
Sole Residual Beneficiary of Estate

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Raton, FL 33434 (“Second Mortgage” and “Property,” respectively), which Property is owned by Bernstein Family Realty, LLC.<sup>1</sup> See Second Mortgage attached hereto as Exhibit “B.”

3. Walter E. Sahn and Patricia Sahn hold a purchase money first mortgage on the Property in the principal amount of \$110,000 plus interest and fees. See attached hereto as Composite Exhibit “C” (collectively hereinafter referred to as “First Mortgage”).

4. On March 2, 2018, Walter E. Sahn and Patricia Sahn served a Summons and Complaint for Foreclosure on Bernstein Family Realty, LLC, relating to the Property. See copy of Summons and Complaint for Foreclosure attached hereto as Composite Exhibit “D.”

5. Eliot Ivan Bernstein, his wife, and their three (3) children reside in the Property.

6. Eliot Ivan Bernstein, his wife and their three (3) children currently do not pay rent and have not paid taxes on the Property in years.

7. The property taxes have been paid by Walter E. Sahn and Patricia Sahn due to the aforementioned non-payment. See Petition for Authorization to Pay 2014 Property Taxes from Estate filed herein and attached hereto as Exhibit “E”

8. The Second Mortgage has not been paid.

9. Under the terms of the Note, upon a default in the payment of the Note of principal and/or interest or in the performance of any of the terms of the Second Mortgage, and if the default remains uncured for thirty (30) days after written notice to the Maker, then at the option of the

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<sup>1</sup> The Successor Personal Representative has been informed that the Property was purchased in June 2008 for \$360,000 and fully renovated by the Decedent.

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holder, the entire principal sum remaining unpaid, together with any accrued interest, shall become immediately due and payable without further notice.

10. The current value of the Property, per the Palm Beach County Property Appraiser's Office, is \$361,584.00, and \$457,852.00, per Zillow, as of March 6, 2018. See property values attached hereto as Composite Exhibit "F."

11. Litigation regarding the Estate is ongoing.

12. Given the above, Mr. O'Connell requests the Court authorize him to distribute any interest of the Estate in the Second Mortgage and Note to the Trustee of the Simon Trust, who is a sole residuary beneficiary of the Estate.

WHEREFORE, BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN, by and through undersigned counsel, respectfully requests this Court authorize him to distribute any interest of the Estate in the Second Mortgage and Note to the Trustee of the Simon Trust, who is a sole residuary beneficiary of the Estate, and for attorneys' fees and costs pursuant to Fla. Stat. §733.106 and any other relief deemed just and proper by this Court.

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by e-mail service via the Court's e-portal or U.S. Postal Service to Counsel and Parties of record listed on the attached Service List this 8<sup>th</sup> day of March, 2018.

/s/ Joielle A. Foglietta

IN RE: Estate of SIMON L. BERNSTEIN  
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BRIAN M. O'CONNELL  
Florida Bar No: 308471  
ASHLEY CRISPIN ACKAL  
Florida Bar No: 37495  
JOIELLE A. FOGLIETTA  
Florida Bar No. 94238  
ZACHARY M. ROTHMAN  
Florida Bar No. 117924  
CIKLIN LUBITZ & O'CONNELL  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
Telephone: 561-832-5900  
Facsimile: 561-833-4209  
primary e-mail: [service@ciklinlubitz.com](mailto:service@ciklinlubitz.com)  
secondary e-mail: [probateservice@ciklinlubitz.com](mailto:probateservice@ciklinlubitz.com)

IN RE: Estate of SIMON L. BERNSTEIN  
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 Relief to Distribute any Interest of Estate in  
 Second Mortgage to Trustee of Sion Trust,  
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**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></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></p>	<p>Diana Lewis obo Jacob and Daniel        Bernstein.        ADR &amp; Mediation Services, LLC        2765 Tecumseh Drive        West Palm Beach, FL 33409        (561) 758-3017  <a href="mailto:dzlewis@aol.com">dzlewis@aol.com</a></p>
<p>Peter Feaman, Esq.        Peter M. Feaman, P.A.        3695 Boynton Beach Blvd., Suite        9        Boynton Beach, FL 33436  <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a></p>	<p>Shendell &amp; Pollock, P.L.        2700 N. Military Trail, suite 150        Boca Raton, FL 33431        241-2323 Fax: 241-2330        Gary R. Shendell, Esq.  <a href="mailto:gary@shendellpollock.com">gary@shendellpollock.com</a>  <a href="mailto:estella@shendellpollock.com">estella@shendellpollock.com</a>  <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a>        Kenneth S. Pollock, Esq.  <a href="mailto:ken@shendellpollock.com">ken@shendellpollock.com</a>  <a href="mailto:britt@shendellpollock.com">britt@shendellpollock.com</a>  <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a>        Matthew A. Tornincasa, Esq.  <a href="mailto:matt@shendellpollock.com">matt@shendellpollock.com</a>  <a href="mailto:robyne@shendellpollock.com">robyne@shendellpollock.com</a>  <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a></p>	<p>Max Friedstein        2142 Churchill Lane        Highland Park, IL 60035</p>
<p>Eliot Bernstein        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>	<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></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</p>	<p>Brian M. O'Connell, Esq.        Ashley Crispin Ackal, Esq.        Ciklin Lubitz &amp; O'Connell        515 N. Flagler Dr., 20<sup>th</sup> FL        West Palm Beach, FL 33401  <a href="mailto:service@ciklinlubitz.com">service@ciklinlubitz.com</a></p>	<p>Robert Spallina, Esq.  <a href="mailto:rspallina@comcast.net">rspallina@comcast.net</a></p>

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<a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a>	<a href="mailto:probateservice@ciklinlubitz.com">probateservice@ciklinlubitz.com</a>	
<p>Paul D. Turner, Esq.          Christopher T. Perré          Perlman, Bajandas, Yevoli &amp;          Albright, P.L.          200 South Andrews Avenue,          Suite 600          Fort Lauderdale, FL 33301          Tel.: 954/566-7117          Fax: 954/566-7115  <a href="mailto:pturner@pbyalaw.com">pturner@pbyalaw.com</a>  <a href="mailto:cperre@pbyalaw.com">cperre@pbyalaw.com</a>  <a href="mailto:eservicefl@pbyalaw.com">eservicefl@pbyalaw.com</a>  <a href="mailto:eservicemia@pbyalaw.com">eservicemia@pbyalaw.com</a></p>	<p>Marc J. Soss, Esq.          11010 Hyacinth Place          Lakewood Ranch, FL 34202-4158          Tel.: 941/928-0310          Fax: 813/342-7967  <a href="mailto:mjs@fl-estateplanning.com">mjs@fl-estateplanning.com</a></p>	

# **EXHIBIT**

**“A”**

**PROMISSORY NOTE**

\$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.

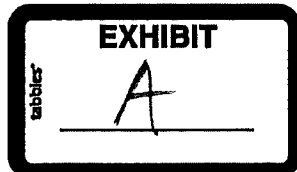
All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs 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





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**EXHIBIT**

**“B”**



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.

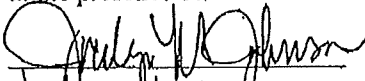
9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said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

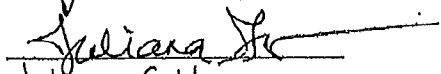
Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

In the presence of:

  
Jocelyn Johnson  
(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**

**“C”**



CFN 20080241511  
 OR BK 22723 PG 0691  
 RECORDED 06/26/2008 09:06:17  
 Palm Beach County, Florida  
 ANT 110,000.00  
 Deed Doc 385.00  
 Intang 220.00  
 Sharon R. Book, 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  
 561-392-6638  
 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:

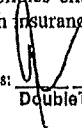
Lot 68, Block G, BOCA MADERA UNIT 1, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

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:  DoubleTimee



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.

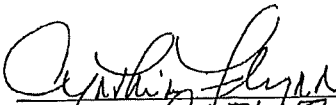
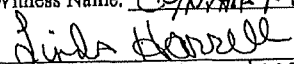
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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.

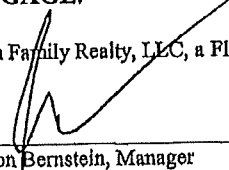
Executed at Palm Beach County, Florida on the date written above.

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 Ryan  
  
Witness Name: Linda Howell

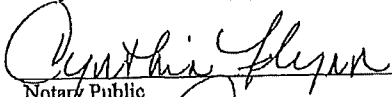
Bernstein Family Realty, LLC, a Florida limited liability company

By:   
Simon Bernstein, Manager

State of Florida  
County of Palm Beach

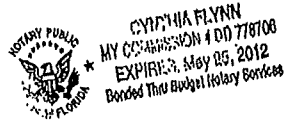
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.


[Notary Seal]

  
\_\_\_\_\_  
Notary Public

Printed Name: CYNTHIA FLYNN

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



  
DoubleTime



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 177th 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 \$7,150.00 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.

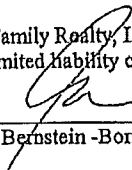
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

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 attorney's 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.

DoubleTime

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 (the "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 execute 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:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

D Banks  
Print Name: Diana Banks

By: [Signature]  
Simon Bernstein, Manager

Shari Dunham  
Print Name: Shari Dunham

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:**

*[Signature]*  
 Print Name: Angela M. Lawrence

*[Signature]*  
 Print Name: Lisa Dianne Capert

**MORTGAGEE:**

*[Signature]*  
 Walter E. Sahn

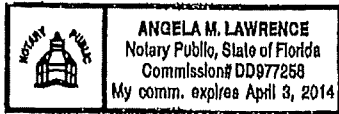
*[Signature]*  
 Patricia A. Sahn  
 Patricia Sahn

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)

*[Signature]*  
 Notary Public, State of Florida  
 Name: Angela M. Lawrence  
 Commission Expires: April 3, 2014  
 Commission No.: 00977258



COPY

**Composite**  
**EXHIBIT**  
**“D”**

MG  
CP # 1920  
3/2/18  
11K

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

CASE NO.: 50-2018-CA-002317

WALTER E. SAHM and  
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and  
ALL UNKNOWN TENANTS.

Defendant

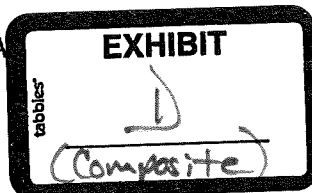
SUMMONS

**TO DEFENDANT: BERNSTEIN FAMILY REALTY LLC  
C/o DONALD R. TESCHER  
925 S. FEDERAL HIGHWAY  
SUITE 500  
BOCA RATON, FL 33432**

IMPORTANTE/IMPORTANT  
En Español Al Dorsó/Français Au Verso  
IMPORTANT

A lawsuit has been filed against you. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court, located at: Palm Beach County Courthouse, Clerk of Courts, 205 North Dixie Highway, West Palm Beach, FL 33401, you must also mail or take a carbon copy or photocopy of your written response to the Plaintiff's Attorney named below:



Plaintiff's Attorney: Robert Sweetapple, Esquire  
SWEETAPPLE, BROEKER & VARKAS, PL  
150 East Boca Raton Road  
Boca Raton, Florida 33432  
Telephone: (561) 392-1230

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of  
the Complaint in this lawsuit on the above named Defendant.

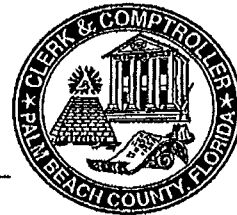
DATED on ~~February 27, 2018~~

Mar 01 2018

SHARON R. BOCK,  
As Clerk of the Court

By: *Shannon Fatu*  
As Deputy Clerk

SHANNON FATU



(COURT SEAL)

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une reponse écrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse écrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il ya d'autres obligations juridiques et vous pouvez requerir les services d'un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de déposer vous-meme une reponse écrite, il vous faudra également en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.



IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.:

WALTER E. SAHM and  
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and  
ALL UNKNOWN TENANTS.

Defendant

---

**COMPLAINT FOR FORECLOSURE**

Plaintiffs, WALTER E. SAHM, an individual, and PATRICIA SAHM, an individual, by and through their undersigned counsel, hereby sue BERNSTEIN FAMILY REALTY, LLC, a Florida Limited Liability Company, and allege:

**JURISDICTION AND VENUE**

1. The Court has subject matter jurisdiction over this action because it is both an action in equity seeking to foreclose a mortgage on real property, and because it is an action seeking to enforce a promissory note for damages in excess of fifteen thousand dollars (\$15,000.00).
2. Venue is proper in Palm Beach County, pursuant to § 47.011, Florida Statutes, because Palm Beach County is the county in which the subject property is located.
3. All conditions precedent and necessary to bring this cause of action either have been performed, have occurred, have been waived, or otherwise excused.

**PARTIES<sup>1</sup>**

4. Plaintiff, WALTER E. SAHM ("Mr. Sahn"), is an individual residing in Palm Beach County, Florida, and at all times material was *sui juris*.

5. Plaintiff, PATRICIA SAHM ("Mrs. Sahn"), is an individual residing in Palm Beach County, Florida, and all times material was *sui juris*.

6. Defendant, BERNSTEIN FAMILY REALTY, LLC ("BFR") is an administratively dissolved Florida Limited Liability, with its principal place of business in Boca Raton, Florida, and its registered agent, T&S Registered Agents, LLC, also located in Boca Raton, Florida.

**COUNT I – FORECLOSURE OF MORTGAGE**

7. This action seeks to foreclose a mortgage on real property which secures an outstanding debt owed under a promissory note between the parties.

8. On June 20, 2008, BFR entered into a Promissory Note ("Note") with the Sahms, agreeing to pay the Sahms the sum of \$110,000.00 plus interest under terms set forth in the Note. **Exhibit "1"**.

9. On June 20, 2008, BFR executed a Mortgage on real property in favor of the Sahms as collateral to the debt owed under the Note. **Composite Exhibit "2"**.

10. The Mortgage was recorded on June 26, 2008 in the Public Records of Palm Beach County, Florida: O.R. Book 22723, Page 0691.

11. On February 15, 2012, BFR and the Sahms executed an Amendment to Mortgage and Promissory Note ("Amendment" to the Note and Mortgage). **Composite Exhibit "3"**.

---

<sup>1</sup>Mr. Sahn and Mrs. Sahn may collectively be referred to as the "Sahms".

Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC.  
Case No.:  
Complaint for Foreclosure.

---

12. The Amendment was recorded on April 12, 2012 in the Public Records of Palm Beach County, Florida: O.R. Book 25132, Page 1051.

13. The Sahms both own and hold both the Note and Mortgage.

14. BFR owns the subject property and is in possession of it.

15. BFR defaulted under, and subsequently breached its obligations under both the Note and Mortgage by failing to make all necessary payments under the Note, Mortgage, and Amendment.

16. As of the date of the filing of this lawsuit, BFR owes the Sahms at least \$187,163.80, exclusive of both attorney's fees and costs.

WHEREFORE, Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, pray for a final judgment of foreclosure against Defendant, BERNSTEIN FAMILY REALTY, LLC:

- a. concluding that Plaintiffs' Mortgage is a valid Lien on the subject property and is superior to any lien of record;
- b. foreclosing Plaintiffs' Mortgage;
- c. foreclosing of all Defendants named in this action;
- d. delivering full possession of the subject property to Plaintiffs;
- e. retaining jurisdiction for the Court to determine any deficiency to which Plaintiffs may be entitled; and
- f. retaining jurisdiction to determine the reasonable amount of both attorney's fees and costs which Plaintiffs are entitled to recover against Defendant; and
- g. any other relief which the Court deems just and proper.

Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC.  
Case No.:  
Complaint for Foreclosure.

---

**ATTORNEY FEE DEMAND**

Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, have retained the undersigned law firm to represent them in this action. The Note, which the Sahms are suing to enforce, contains an attorney's fees provision. Florida Statute §57.105(7) state that "if a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow reasonable attorney's fees when that party prevails in any action, whether as plaintiff or defendant, with respect to the contract." Thus, if the Sahms are the prevailing party in this action, then the Sahms are entitled to recover their attorney's fees and costs from Defendant, BERNSTEIN FAMILY REALTY, LLC. Plaintiffs hereby exercise that right.

Respectfully submitted,

**SWEETAPPLE, BROEKER & VARKAS, P.L.**  
Attorneys for Plaintiffs  
20 SE 3rd Street  
Boca Raton, Florida 33432  
Telephone: (561) 392-1230  
Email: Pleadings@sweetapplelaw.com

By: /s/ Alexander D. Varkas III  
ALEXANDER D. VARKAS III  
Florida Bar No.: 95773

# 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 177th 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 \$7,150.00 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



CFN 20080241511  
 OR BK 22723 PG 0691  
 RECORDED 06/26/2008 09:06:17  
 Palm Beach County, Florida  
 ANT 110,000.00  
 Deed Doc 385.00  
 Intang 220.00  
 Sharon R. Book, 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  
 561-392-3636  
 File Number: FT08-087Will 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:                       
 DoubleTimes

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.

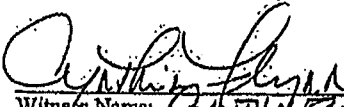
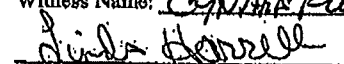
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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 Ryan  
  
Witness Name: Linda Harrell

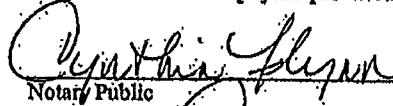
Bernstein Family Realty, LLC, a Florida limited liability company

By:   
Simon Bernstein, Manager

State of Florida  
County of Palm Beach

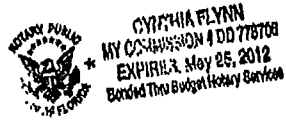
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: Cynthia Flynn

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





C 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 Durham  
Print Name: Shari Durham

MORTGAGOR:

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

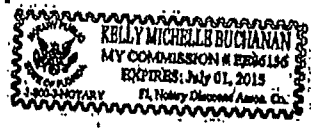
By: [Signature]  
Simon Bernstein, Manager

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.

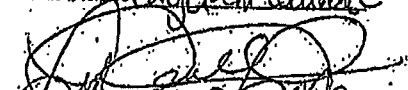
(Seal)

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

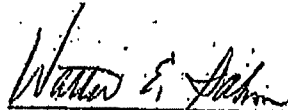



**WITNESSES:**

  
Print Name: Angela M. Lawrence

  
Print Name: Lisa Deanne Cooper

**MORTGAGEE:**

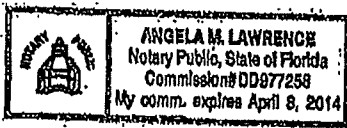
  
Walter E. Sahn

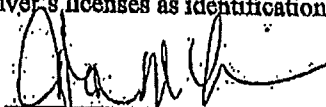
  
Patricia Sahn

STATE OF FLORIDA  
COUNTY OF SUMPTER

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

(Seal)



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

**EXHIBIT**

**“E”**

IN THE CIRCUIT COURT IN AND FOR THE 15<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF:

PROBATE DIVISION

SIMON L. BERNSTEIN,

FILE NO: 502012CP4391XXXXNB/IH

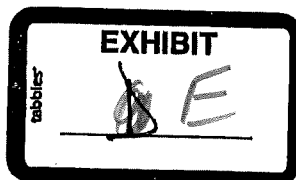
Deceased,  
\_\_\_\_\_ /

**PETITION FOR AUTHORIZATION TO PAY 2014 PROPERTY TAXES FROM  
ESTATE**

BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN ("Mr. O'Connell" or "Successor Personal Representative"), by and through undersigned counsel, hereby files this Petition for Authorization to Pay 2014 Property Taxes from the Estate of Simon L. Bernstein on certain real property located at 2753 N.W. 34<sup>th</sup> Street, Boca Raton, FL 33434, and as grounds therefore, states:

1. On June 24, 2014, Mr. O'Connell was appointed as the Successor Personal Representative of the Estate of Simon L. Bernstein ("Estate" and "Decedent", respectively).
2. On his date of death, the Decedent held a promissory note payable to the Decedent by the Bernstein Family Realty, LLC, a Florida limited liability company, dated July 1, 2008 in the principal amount of \$365,000.00 (the "Note"). See Note attached hereto as Exhibit "A." The Note is secured by a second mortgage on the real property located at 2753 N.W. 34<sup>th</sup> Street, Boca Raton, FL 33434 ("Second Mortgage" and "Property," respectively), which Property is owned by Bernstein Family Realty, LLC.<sup>1</sup> See Second Mortgage attached hereto as Exhibit "B."

<sup>1</sup> The Successor Personal Representative has been informed that the Property was purchased in June 2008 for \$360,000 and fully renovated by the Decedent.



3. Walter E. Sahn and Patricia Sahn hold a purchase money first mortgage on the Property in the principal amount of \$110,000 plus interest and fees.<sup>2</sup> See attached hereto as Composite Exhibit "C" (collectively hereinafter referred to as "First Mortgage").

4. The current value of the Property, per the Palm Beach County Property Appraiser's Office, is \$346,862.00, and \$466,377.00, per Zillow, as of March 16, 2017. See property values attached hereto as Composite Exhibit "D."

5. There are unpaid property taxes for 2014 that are due to be paid on the Property on or before March 31, 2016 in the amount of \$6,931.17.<sup>3</sup> See Property Detail from the Palm Beach County Property Appraiser's Office and 2014 Real Estate Property Tax Bill attached hereto as Composite Exhibit "E."

6. The Successor Personal Representative believes the unpaid property taxes for 2014 should be paid to preserve the asset given the Note and Second Mortgage.

7. Accordingly, the Successor Personal Representative respectfully requests this Court to authorize the payment in the amount of \$6,931.17 from the assets of the Estate to Tax Collector, Palm Beach County on or before the March 31, 2016 deadline.

WHEREFORE, BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN, by and through undersigned counsel, respectfully requests the Court enter an Order authorizing the Successor Personal Representative to pay the 2014 property taxes from the Estate of Simon L. Bernstein on certain real property located at 2753 N.W. 34<sup>th</sup> Street, Boca Raton, FL 33434, for attorneys' fees and costs pursuant to Fla. Stat. §733.106 and any other relief deemed just and proper by this Court.

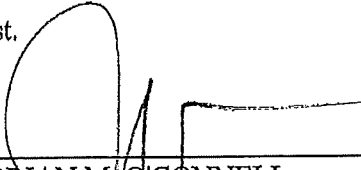
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<sup>2</sup> That First Mortgage was amended in March, 2012, to lower the interest rate to 3.5% and to extend the maturity until June 19, 2014.

<sup>3</sup> The Successor Personal Representative contacted the Tax Collector's Office on March 16, 2017 and was advised that the current amount due is \$6,931.17.

In Re: Estate of Simon L. Bernstein  
File No: 502012CP004391XXXXSB /

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to counsel of record via the Court's e-portal system or U.S. Postal Service on this 16<sup>th</sup> day of March, 2017 to the parties on the attached Service List.



---

BRIAN M. O'CONNELL  
Florida Bar No: 308471  
ASHLEY CRISPIN ACKAL  
Florida Bar No: 037495  
JOIELLE A. FOGLIETTA  
Florida Bar No: 094238  
Ciklin Lubitz & O'Connell  
515 N. Flagler Dr., 20th Floor  
West Palm Beach, FL 33401  
Tel: 561-832-5900; Fax: 561-833-4209  
[service@ciklinlubitz.com](mailto:service@ciklinlubitz.com)  
[probateservice@ciklinlubitz.com](mailto:probateservice@ciklinlubitz.com)



**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:mhandler@mrachek-law.com">mhandler@mrachek-law.com</a></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></p>	<p>Diana Lewis obo Joshua, Jacob and Daniel Bernstein. ADR &amp; Mediation Services, LLC 2765 Tecumseh Drive West Palm Beach, FL 33409 (561) 758-3017 <a href="mailto:dzlewis@aol.com">dzlewis@aol.com</a></p>
<p>Peter Feaman, Esq. Peter M. Feaman, P.A. 3695 Boynton Beach Blvd., Suite 9 Boynton Beach, FL 33436 <a href="mailto:pfeaman@feamanlaw.com">pfeaman@feamanlaw.com</a></p>	<p>Shendell &amp; Pollock, P.L. 2700 N. Military Trail, suite 150 Boca Raton, FL 33431 241-2323 Fax: 241-2330 Gary R. Shendell, Esq. <a href="mailto:gary@shendellpollock.com">gary@shendellpollock.com</a> <a href="mailto:estella@shendellpollock.com">estella@shendellpollock.com</a> <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a> Kenneth S. Pollock, Esq. <a href="mailto:ken@shendellpollock.com">ken@shendellpollock.com</a> <a href="mailto:britt@shendellpollock.com">britt@shendellpollock.com</a> <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a> Matthew A. Tornincasa, Esq. <a href="mailto:matt@shendellpollock.com">matt@shendellpollock.com</a> <a href="mailto:robyne@shendellpollock.com">robyne@shendellpollock.com</a> <a href="mailto:grs@shendellpollock.com">grs@shendellpollock.com</a></p>	<p>Max Friedstein 2142 Churchill Lane Highland Park, IL 60035</p>
<p>Eliot Bernstein 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>	<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></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>Brian M. O'Connell, Esq. Ashley Crispin Ackal, Esq. Ciklin Lubitz &amp; O'Connell 515 N. Flagler Dr., 20<sup>th</sup> FL West Palm Beach, FL 33401 <a href="mailto:service@ciklinlubitz.com">service@ciklinlubitz.com</a> <a href="mailto:probateservice@ciklinlubitz.com">probateservice@ciklinlubitz.com</a></p>	<p>Robert Spallina, Esq. <a href="mailto:rspallina@comcast.net">rspallina@comcast.net</a></p>

PROMISSORY NOTE

\$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.

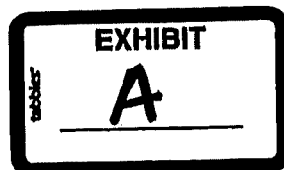
All makers, endorsees and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs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





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





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.

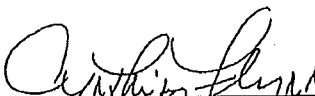
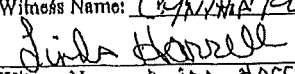
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

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 the 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

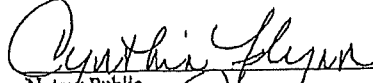
Bernstein Family Realty, LLC, a Florida limited liability company

By:   
Simon Bernstein, Manager

State of Florida  
County of Palm Beach

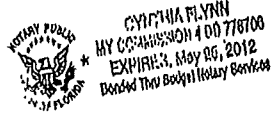
The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

  
\_\_\_\_\_  
Notary Public

Printed Name: CYNTHIA FLYNN

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



This is not a certified copy



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 \$7,150.00 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.

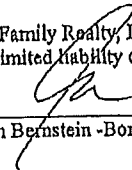
This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

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 maker 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.

DoubleTime

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 Center 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 (the "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:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

Diana Banks  
Print Name: Diana Banks

By: [Signature]  
Simon Bernstein, Manager

Shari Dunham  
Print Name: Shari Dunham

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:

*[Signature]*  
 Print Name: Angela Lawrence

*[Signature]*  
 Print Name: Deanne Eppert

MORTGAGEE:

*[Signature]*  
 Walter E. Sahn

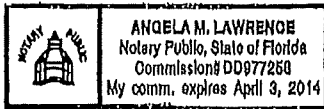
*[Signature]*  
 Patricia Sahn


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)

*[Signature]*  
 Notary Public, State of Florida  
 Name: Angela Lawrence  
 Commission Expires: April 3, 2014  
 Commission No.: 01297258





# DOROTHY JACKS

Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address 2753 NW 34TH ST  
Municipality BOCA RATON  
Parcel Control Number 06-42-47-10-02-007-0680  
Subdivision BOCA MADERA UNIT 2  
Official Records Book 22723 Page 689  
Sale Date JUN-2008  
Legal Description BOCA MADERA UNIT 2 LT 68 BLK G

**Owners**

BERNSTEIN FAMILY REALTY LLC

**Mailing address**

950 PENINSULA CORPORATE CIR STE 3010  
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1	*Total Square Feet 2763	Acres 0.21
Use Code 0100 - SINGLE FAMILY	Zoning R1D - Single Family (06-BOCA RATON)	

Tax Year	2016	2015	2014
Improvement Value	\$235,712	\$212,330	\$213,325
Land Value	\$111,150	\$111,150	\$85,500
<b>Total Market Value</b>	<b>\$346,862</b>	<b>\$323,480</b>	<b>\$298,825</b>

All values are as of January 1st each year

Tax Year	2016	2015	2014
Assessed Value	\$346,862	\$323,480	\$297,345
Exemption Amount	\$0	\$0	\$0
<b>Taxable Value</b>	<b>\$346,862</b>	<b>\$323,480</b>	<b>\$297,345</b>

Tax Year	2016	2015	2014
Ad Valorem	\$6,425	\$6,206	\$5,786
Non Ad Valorem	\$322	\$300	\$305
<b>Total tax</b>	<b>\$6,747</b>	<b>\$6,506</b>	<b>\$6,091</b>



LIST FOR RENT SAVE HIDE GET UPDATES SHARE MORE

City, State, or Zip



St,  
Boca Raton, FL  
33434

-- beds · 3 baths ·

2,301 sqft Edit

Edit home facts for a more accurate Zestimate.

\$466,377

Price this home

Rent Zestimate<sup>1</sup>:

\$3,200 /mo

Est. Refl

Payment

\$1,786/mo



See current rates

Is this your rental?

Get a monthly local market report with comparable rentals in your area.

I own and manage this rental

I manage this rental for the owner

Enter email

Subscribe

Claim this home as your residence

Get more than a simple pay  
TV + INTERNET + VOICE  
Plus get FREE DVR service<sup>a</sup>

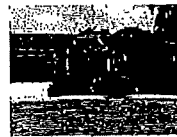
\$29.99 / mo  
FROM each for 12 mos  
when bundled<sup>a</sup>

SHOP NOW

Restrictions apply

Report this ad

Similar Homes for Sale



FOR SALE  
\$545,000  
3 beds, 3.0 baths, 2587 sq.,  
3201 NW 27th Ter, Boca R...



FOR SALE  
\$360,000  
3 beds, 2.0 baths, 1430 sq.,  
2617 NW 36th St, Boca Ra...



FOR SALE  
\$399,000  
3 beds, 2.5 baths, 1702 sqft  
3098 NW 26th Ave, Boca...



FOR SALE  
\$484,900  
4 beds, 3.0 baths, 2908 s...  
2650 NW 41st St, Boca Ra...



FOR SALE  
\$539,900  
3 beds, 4.0 baths, 3834 s...  
2674 NW 41st St, Boca Ra...

See listings near 2753 NW 34th St

LIST FOR RENT  SAVE  HIDE  GET UPDATES  SHARE  MORE

City, State, or Zip

*description below may be from a previous listing.*

Property backs up to Saint Andrews School. Completely Gutted 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>

**FACTS**

- Lot: 9,147 sqft
- Single Family
- Built In 1978
- All time views: 274
- Cooling: Central
- Heating: Forced air
- Last sold: Jun 2008 for \$360,000

**FEATURES**

- Attic
- Barbecue Area
- Cable Ready
- Ceiling Fan
- Double Pane/Stor m Windows
- Fenced Yard
- Fireplace
- Garden
- Lawn
- Parking: 440 sqft garage
- Patio
- Pool
- Security System

More  County website  See data sources

See more...  
**TV + INTERNET + VOICE**  
 Plus get **FREE DVR service**<sup>^</sup>  
**\$29.99** / mo  
FROM **29** each for 12 mos when bundled\*  
**SHOP NOW**  
Restrictions apply

Report this ad

**Nearby Similar Sales**

- SOLD: \$380,000**  
 Sold on 7/25/2016  
 3 beds, 3.0 baths, 1732 sqft  
 3068 NW 26th Ct, Boca Raton, FL 33434
  - SOLD: \$389,000**  
 Sold on 10/28/2016  
 4 beds, 3.0 baths, 2628 sqft  
 3972 NW 25th Way, Boca Raton, FL 33434
  - SOLD: \$420,000**  
 Sold on 11/23/2016  
 4 beds, 2.0 baths, 1916 sqft  
 3343 NW 28th Ter, Boca Raton, FL 33434
  - SOLD: \$420,000**  
 Sold on 7/25/2016  
 -- beds, 2.0 baths, 2247 sqft  
 3049 NW 29th Ave, Boca Raton, FL 33434
  - SOLD: \$422,000**  
 Sold on 12/12/2016  
 3 beds, 2.0 baths, 2229 sqft  
 4350 NW 26th Ave, Boca Raton, FL 33434
- See sales similar to 2753 NW 34th St



LIST FOR RENT SAVE HIDE GET UPDATES SHARE MORE

City, State, or Zip

# Zestimate

## \$466,377

ZESTIMATE RANGE	LAST 30 DAY CHANGE	ONE YEAR FORECAST
\$443,000 - \$494,000	- \$1,771 (-0.4%)	Sign-in to view

Zestimate history & details

## Improve Your Home Value

PROJECT	PROJECT COST	ADDED VALUE
Major Kitchen Remodel	\$56,901	+\$46,728
Roofing Replacement	\$18,898	+\$14,338
Vinyl Window Replacement	\$14,283	+\$10,614
Siding Replacement	\$13,206	+\$10,244
Deck Addition	\$9,486	+\$8,395
Bathroom Remodel	\$16,534	+\$6,930
Entry Door Replacement	\$3,076	+\$2,532
Fiberglass Attic Insulation	\$1,241	+\$1,624

See More Home Improvement Inspiration

LIST FOR RENT SAVE HIDE GET UPDATES SHARE MORE

City, State, or Zip

Price History Tax History

DATE	EVENT	PRICE		\$/SQFT	SOURCE
06/26/08	Sold	\$360,000	+148%	\$156	Public Record
11/01/85	Sold	\$145,000		\$63	Public Record

## Neighborhood: 33434

MEDIAN ZESTIMATE

MARKET TEMP

### \$141,000 Cold

14.4%

Past 12 months

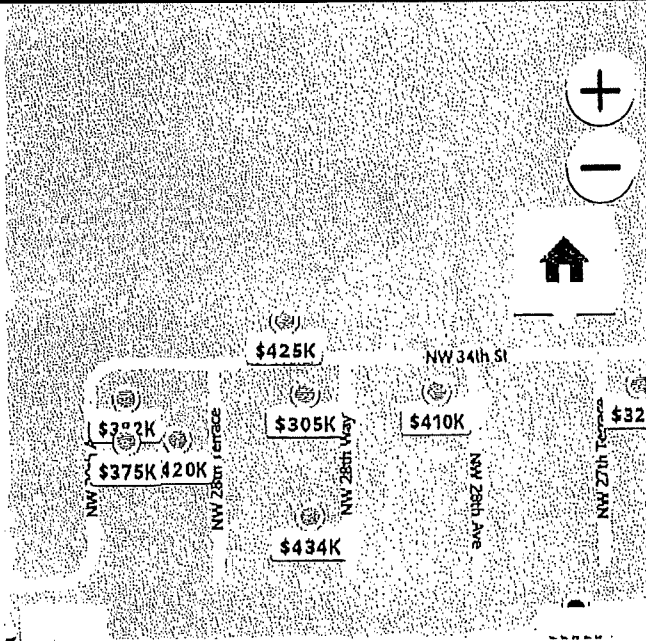
Buyers'	Sellers'
Market	Market

Zillow predicts 33434 home values will increase 1.6% next year, compared to a 1% rise for Boca Raton as a whole. Among 33434 homes, this home is valued 283.8% more than the midpoint (median) home, and is valued 94.2% more per square foot.

Walk Score <sup>®</sup> 20 (Car-Dependent)

LIST FOR RENT SAVE HIDE GET UPDATES SHARE MORE

City, State, or Zip



NEARBY HOMES

OFF MARKET      OFF MARKET

< \$443,916 ... \$478,418 ... >

2769 NW 34th St, Bo...      2735 NW 34th St, Boc..

Combine and Save with State Farm®. Find an Agent

## Affordability Calculator

Annual  
Income

\$ 70,000

Calculate by  
payment

Monthly  
debts

\$ 250

Down  
payment

You can afford a house up to

\$417,548

Based on your income, a house at  
this price should fit comfortably  
within your budget.

Get pre-qualified

LIST FOR RENT

♡ SAVE

⊘ HIDE

GET UPDATES

SHARE

MORE

City, State, or Zip



Advanced ▾

Get pre-qualified

## Home Expenses

## Nearby Schools in Boca Raton

SCHOOL RATING		GRADES	DISTANCE
9 out of 10	Calusa Elementary	K-5	2.1 mi
9 out of 10	Omni Middle	6-8	1.1 mi
9 out of 10	Spanish River Community High	9-12	0.9 mi

Data by GreatSchools.org ⓘ

More schools in Boca Raton

**Disclaimer:** School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district

LIST FOR RENT SAVE HIDE GET UPDATES SHARE MORE

City, State, or Zip

**About the ratings:** GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family. Learn more

## Home Shoppers are Waiting



228 shoppers are looking in your neighborhood and price range.



Your name



Phone



Email

I own this home and would like to ask an agent about selling 2753 NW 34th St,

Contact Agent

Or call 561-571-8408 for more info

Report this ad

LIST FOR RENT

SAVE

HIDE

GET UPDATES

SHARE

MORE

City, State, or Zip



Boca Raton		33076	
Boynton Beach	Boca Del Mar	33428	Apartments for Rent In 33434
Delray Beach	Boca Pointe	33432	Houses for Sale In 33434
Jupiter	Downtown	33433	Houses for Rent In 33434
Lake Worth	Hamptons at Boca Raton	33434	33434 Real Estate
More	Mission Bay	More	Boca Raton Condos
	More		More

2753 NW 34th St, Boca Raton, FL, 33434 is a single family home of 2,301 sqft on a lot of 9,147 sqft (or 0.21 acres). Zillow's Zestimate® for 2753 NW 34th St is \$466,377 and the Rent Zestimate® is \$3,200/mo. This single family home has 3 baths and was built in 1978. The 3 bed single family home at 3201 NW 27th Ter in Boca Raton is comparable and priced for sale at \$545,000. This home is located in Boca Raton in zip code 33434. Boca Del Mar and Boca Pointe are nearby neighborhoods. Nearby ZIP codes include 33496 and 33433. Delray Beach, Boynton Beach, and Lake Worth are nearby cities.


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[RESEARCH](#)
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[HELP](#)
[ADVERTISE](#)
[TERMS OF USE & PRIVACY](#)  
[AD CHOICE](#)
[COOKIE PREFERENCES](#)
[BLOG](#)
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## DOROTHY JACKS

CFA, AAS  
Palm Beach County Property Appraiser

**Homestead Exemption**

**E-file**

Location Address 2753 NW 34TH ST  
 Municipality BOCA RATON  
 Parcel Control Number 06-42-47-10-02-007-0680  
 Subdivision BOCA MADERA UNIT 2  
 Official Records Book 22723 Page 689  
 Sale Date JUN-2008  
 Legal Description BOCA MADERA UNIT 2 LT 68 BLK G

**Owners**

BERNSTEIN FAMILY REALTY LLC

**Mailing address**

950 PENINSULA CORPORATE CIR STE 3010  
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED	

No Exemption Information Available.

Number of Units 1      \*Total Square Feet 2763      Acres 0.21  
 Use Code 0100 - SINGLE FAMILY      Zoning R1D - Single Family ( 06-BOCA RATON )

Tax Year	2016	2015	2014
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All values are as of January 1st each year

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Exemption Amount	\$0	\$0	\$0
<b>Taxable Value</b>	<b>\$346,862</b>	<b>\$323,480</b>	<b>\$297,345</b>

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Ad Valorem	\$6,425	\$6,206	\$5,786
Non Ad Valorem	\$322	\$300	\$305
<b>Total tax</b>	<b>\$6,747</b>	<b>\$6,506</b>	<b>\$6,091</b>

http://www.pbcgov.com/papa/Asps/PropertyDetail/PropertyDetail.aspx?parcel=06424710020070680&

1/1

**COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

PROPERTY CONTROL NO.	YEAR	COLLECTOR NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
06-42-47-10-02-007-0680	2014	101304911	15		BOCA MADERA UNIT 2 LT 68 BLK G

R 7 - 188580  
 BERNSTEIN FAMILY REALTY LLC  
 960 PENINSULA CORPORATE CIR STE 3010  
 BOCA RATON FL 33487-1387



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
 Serving Palm Beach County  
 www.pbatax.com

**2014 REAL ESTATE PROPERTY TAX BILL**

READ REVERSE SIDE BEFORE CALLING	AD VALOREM TAXES				READ REVERSE SIDE BEFORE CALLING
TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE TAX AMOUNT
COUNTY	561-365-3996	297,345		297,345	4.7815 1,421.76
COUNTY DEBT	561-365-3996	297,345		297,345	0.1914 56.91
CITY OF BOCA RATON	561-393-7860	297,345		297,345	3.4216 1,017.40
CITY OF BOCA RATON DEBT	561-393-7860	297,345		297,345	0.2910 86.53
CHILDRENS SERVICES COUNCIL	561-740-7000	297,345		297,345	0.6745 200.56
F.I.N.D.	561-827-3386	297,345		297,345	0.0345 10.26
PBC HEALTH CARE DISTRICT	561-659-1270	297,345		297,345	1.0800 321.13
SCHOOL LOCAL	561-434-8837	298,825		298,825	2.4980 746.46
SCHOOL STATE	561-434-8837	298,825		298,825	5.0960 1,522.81
SFWMD EVERGLADES CONST PROJECT	561-686-8800	297,345		297,345	0.0548 16.29
SO FLA WATER MANAGEMENT DIST	561-686-8800	297,345		297,345	0.1577 46.89
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	297,345		297,345	0.1717 51.05
GREATER BOCA RATON BH & PK DIST	561-417-4599	297,345		297,345	0.9678 287.71

**www.pbatax.com**

READ REVERSE SIDE BEFORE CALLING	NON-AD VALOREM ASSESSMENTS		READ REVERSE SIDE BEFORE CALLING
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
SOLID WASTE AUTHORITY	561-640-4000	175.00	175.00
BOCA RATON FIRE OPERATIONS	561-393-7979	85.00	85.00
LAKE WORTH DRAINAGE DISTRICT MAINT	561-819-5479	45.00	45.00

PAST YEAR(S) TAX IS DELINQUENT TOTAL AD VALOREM 5,785.76  
 TOTAL NON-AD VALOREM 305.00  
 TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 6,090.76

AMOUNT DUE WHEN RECEIVED BY					TAXES ARE DELINQUENT APRIL 1, 2015
NOV 30, 2014	DEC 31, 2014	JAN 31, 2015	FEB 28, 2015	MAR 31, 2015	
\$5,847.13	\$5,908.03	\$5,968.94	\$6,029.85	\$6,090.76	
4%	3%	2%	1%	NO DISCOUNT	

DETACH HERE

\*\*SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION\*\*

DETACH HERE

**COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

PROPERTY CONTROL NO.	YEAR	COLLECTOR NO.
06-42-47-10-02-007-0680	2014	101304911

BERNSTEIN FAMILY REALTY LLC  
 960 PENINSULA CORPORATE CIR STE 3010  
 BOCA RATON FL 33487-1387

20141013049110006090766

**LEGAL DESCRIPTION**

BOCA MADERA UNIT 2 LT 68 BLK G

P.O. BOX 3353  
 WEST PALM BEACH, FL 33402-3353

MAKE PAYMENT TO:  
 TAX COLLECTOR, PALM BEACH COUNTY  
 PAST YEAR(S) TAX IS DELINQUENT

AMOUNT DUE WHEN RECEIVED BY					TAXES ARE DELINQUENT APRIL 1, 2015
NOV 30, 2014	DEC 31, 2014	JAN 31, 2015	FEB 28, 2015	MAR 31, 2015	
\$5,847.13	\$5,908.03	\$5,968.94	\$6,029.85	\$6,090.76	
4%	3%	2%	1%	NO DISCOUNT	



(KEEP THIS PORTION FOR YOUR RECORDS)

## IMPORTANT INSTRUCTIONS



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

### 2014 REAL ESTATE PROPERTY TAX BILL

This BILL includes Ad Valorem Taxes and Non-Ad Valorem Assessments for the 2014 Tax Year. Payment must be made in full and in U.S. funds. Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds. See bill insert for more payment information.

#### 2014 REAL ESTATE PROPERTY TAX PAYMENT

- Discount amounts are shown on the front of this bill.
- Payment must be received in our offices by the due dates printed on the TAX BILL (see reverse side).

#### PAYMENT OPTIONS

- **E-CHECK** (Online Only) 24/7 at www.pbctax.com. **No Additional Fee** (transaction notice serves as receipt).
- **CREDIT CARD** (Online Only) 24/7 at www.pbctax.com. **A Convenience Fee of 2.35% OR \$2.35 (whichever is greater) Will Be Applied** (transaction notice serves as receipt).
- **WIRE TRANSFER** E-mail Wires@pbctax.com for instructions (bank confirmation serves as receipt).
- **MAIL** Detach the stub below and return with payment. **DO NOT TAPE, FOLD, STAPLE, PAPER CLIP, OR WRITE ON PAYMENT STUB.** Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **DROP OFF BOX** At one of our Service Centers from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **BANK ONLINE BILL PAY** Your bank's bill pay service. Include the 17-digit Property Control Number on payment. Mail delivery and bank processing times vary so allow ample time (bill pay service transaction serves as receipt).

#### DELINQUENT TAX INFORMATION - CERTIFIED U.S. FUNDS ONLY

- Ad Valorem Taxes and Non-Ad Valorem Assessments become delinquent APRIL 1, 2015.
- Payment AFTER THE DATE OF DELINQUENCY must be certified funds drawn on a U.S. bank in cash, bank draft, wire transfer, money order, or cashier's check.
- Interest and associated costs for delinquent taxes are determined by the date payment is received by the Tax Collector.
- The minimum charge of 3% will be collected. Interest accrues up to 1.5% per month (18% annually).

**FLORIDA STATUTE 197.402 and 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.**

#### Contact Information for Questions

**Constitutional Tax Collector:** Prepares and mails TAX BILLS from Tax Roll data certified by the PBC Property Appraiser and Non-Ad Valorem assessments provided by Levying Authorities (561-355-2264). If this property was sold forward this bill to the new owner or mark bill "SOLD" and return to the Constitutional Tax Collector's Office.

**Property Appraiser:** Prepares the Ad Valorem Tax Roll (assessed value, exemptions, taxable value, assessed owner's name, address, and legal description). Questions about tax assessment and exemptions should be directed to the Office of the Property Appraiser at 561-355-2866.

**Taxing Authorities:** Set the Ad Valorem millage rates. See telephone list on reverse side for questions about assessment amounts and services provided.

**Levying Authorities:** Determine the Non-Ad Valorem assessments. See telephone list on reverse side for questions about assessment amounts and services provided.

(DETACH HERE)

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT TO THE TAX COLLECTOR

**DO NOT TAPE, FOLD, STAPLE, PAPER CLIP, OR WRITE ON THIS PAYMENT STUB**

**Make payment to:  
Tax Collector, Palm Beach County**

Please include the 17-digit Property Control Number on your payment. Place this stub and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.

**COMPOSITE  
EXHIBIT  
“E”**



**DOROTHY JACKS**  
CFA, AAS  
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



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Municipality BOCA RATON  
Parcel Control Number 06-42-47-10-02-007-0680  
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Exemption Amount	\$0	\$0	\$0
Taxable Value	\$346,862	\$323,480	\$297,345

Tax Year	2016	2015	2014
Ad Valorem	\$6,425	\$6,206	\$5,786
Non Ad Valorem	\$322	\$300	\$305
Total tax	\$6,747	\$6,506	\$6,091



LIST FOR RENT


♡ SAVE

⊘ HIDE

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City, State, or Zip 

Public


Landlord


Florida · Boca Raton · 33434 · 2753 Northwest 34th Street


## Home Shoppers are Waiting




228 shoppers are looking in your neighborhood and price range.

 Your name

 Phone

 Email

I own this home and would like to ask an agent about selling 

Contact Agent

Or call 561-571-8408 for more info

LIST FOR RENT  SAVE  HIDE  GET UPDATES  SHARE  MORE

City, State, or Zip

# St, Boca Raton, FL 33434

-- beds · 3 baths ·  
2,301 sqft [Edit](#)

[Edit home facts for a more accurate Zestimate.](#)

**\$466,377**  
Price this home  
Rent Zestimate:  
\$3,200 /mo

Est. Refi  
Payment  
**\$1,786/mo**

[See current rates](#)

TV + INTERNET + VOICE  
Plus get **FREE DVR service\***

**\$29** FROM / mo  
each for 12 mos when bundled\*

[SHOP NOW](#)

Restrictions apply

[Report this ad](#)

### Is this your rental?

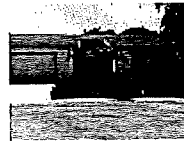
Get a monthly local market report with comparable rentals in your area.

- I own and manage this rental
- I manage this rental for the owner

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[Claim this home as your residence](#)

## Similar Homes for Sale



**FOR SALE**  
**\$545,000**  
3 beds, 3.0 baths, 2587 sq..  
3201 NW 27th Ter, Boca R...



**FOR SALE**  
**\$360,000**  
3 beds, 2.0 baths, 1430 sq..  
2617 NW 36th St, Boca Ra...



**FOR SALE**  
**\$399,000**  
3 beds, 2.5 baths, 1702 sqft  
3098 NW 26th Ave, Boca...



**FOR SALE**  
**\$484,900**  
4 beds, 3.0 baths, 2908 s..  
2650 NW 41st St, Boca Ra...



**FOR SALE**  
**\$539,900**  
3 beds, 4.0 baths, 3834 s..  
2674 NW 41st St, Boca Ra...

[See listings near 2753 NW 34th St](#)

**Composite**  
**EXHIBIT**  
**“F”**



**DOROTHY JACKS**  
CFA, AAS  
Palm Beach County Property Appraiser

Homestead Exemption **E-file**



Location Address 2753 NW 34TH ST  
Municipality BOCA RATON  
Parcel Control Number 06-42-47-10-02-007-0680  
Subdivision BOCA MADERA UNIT 2  
Official Records Book 22723 Page 689  
Sale Date JUN-2008  
Legal Description BOCA MADERA UNIT 2 LT 68 BLK G

**Owners**  
BERNSTEIN FAMILY REALTY LLC

**Mailing address**  
950 PENINSULA CORPORATE CIR STE 3010  
BOCA RATON FL 33487 1387

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2008	\$360,000	22723 / 00689	WARRANTY DEED	BERNSTEIN FAMILY REALTY LLC
NOV-1985	\$145,000	04720 / 00037	WARRANTY DEED	

No Exemption Information Available.

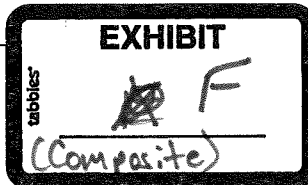
Number of Units 1 \*Total Square Feet 2763 Acres 0.21  
Use Code 0100 - SINGLE FAMILY Zoning R1D - Single Family ( 06-BOCA RATON )

Tax Year	2017	2016	2015
Improvement Value	\$250,434	\$235,712	\$212,330
Land Value	\$111,150	\$111,150	\$111,150
Total Market Value	\$361,584	\$346,862	\$323,480

All values are as of January 1st each year

Tax Year	2017	2016	2015
Assessed Value	\$361,584	\$346,862	\$323,480
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$361,584	\$346,862	\$323,480

Tax Year	2017	2016	2015
Ad Valorem	\$6,525	\$6,425	\$6,206
Non Ad Valorem	\$345	\$322	\$300
Total tax	\$6,870	\$6,747	\$6,506





< Back

Correct home facts Save Share More

Florida · BOCA RATON · 33434 · 2753 NW 34TH St

Public Landlord

# 2753 NW 34TH St Boca Raton, FL 33434

-- beds 3 baths 2,301 sqft

Save

Share

Contact Agent



### Is this your rental?

Get a monthly local market report with comparable rentals in your area.

I own and manage this rental

I manage this rental for the owner

Enter email

Subscribe

Claim this home as your residence

*Note: This property is not currently for sale or for rent. The description below may be from a previous listing.*

Property backs up to Saint Andrews School. Completely Gutted 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>

Off Market  
Zestimate: \$457,852  
Rent Zestimate: \$3,000 /mo

EST. REFI PAYMENT  
Est. Refi Payment:  
\$1,804/mo



See current rates

More

## Home Shoppers are Waiting



28 shoppers are looking in your neighborhood and price range.

Your name

Phone

Email

I own this home and would like to ask an agent about selling 2753 NW 34TH St, BOCA

Contact Agent

Or call 561-990-8566 for more info

### Nearby Similar Sales

**SOLD: \$465,000**

Sold on 12/14/2017  
4 beds, 3 baths, 2229 sqft  
3089 NW 27TH TER, BOCA RATON, FL 33434

**SOLD: \$438,000**

Sold on 8/24/2017  
3 beds, 3 baths, 2688 sqft  
2674 NW 41ST ST, BOCA RATON, FL 33434

**SOLD: \$455,000**

Sold on 8/7/2017  
4 beds, 2.5 baths, 2304 sqft  
2632 NW 41ST ST, BOCA RATON, FL 33434

**SOLD: \$446,700**

Sold on 6/1/2017  
4 beds, 3 baths, 2908 sqft  
2650 NW 41ST ST, BOCA RATON, FL 33434

**SOLD: \$500,000**

Sold on 9/19/2017  
4 beds, 3 baths, 2587 sqft



**FACTS**

- Lot: 9,147 sqft
- Single Family
- Built in 1978
- Cooling: Central
- Heating: Forced air
- Last sold: Jun 2008 for \$360,000
- Elementary school: Saint Andrew's School
- Middle school: Saint Andrew's School
- High school: Saint Andrew's School
- School district: Palm Beach County School District

3201 NW 27TH TER, BOCA RATON, FL 33434  
See sales similar to 2753 NW 34TH St

**FEATURES**

- Attic
- Barbecue Area
- Cable Ready
- Ceiling Fan
- Double Pane/Storm Windows
- Fenced Yard
- Fireplace
- Flooring: Carpet
- Garden
- Lawn
- Parking: Attached Garage, 2 spaces, 440 sqft garage
- Patio
- Pool
- Security System

More

[County website](#) [See Data Sources](#)

## Home Value

It looks like this property has **missing facts**, which can affect the accuracy of home value estimates.

Is this your home? [Claim it and update home facts!](#)

**Zestimate**

\$457,852

**ZESTIMATE RANGE**   
\$435,000 - \$481,000

**LAST 30 DAY CHANGE**  
+\$46 (+0.0%)

**ONE YEAR FORECAST**   
\$458,905 (+0.2%)

[Zestimate history & details](#)

## Price / Tax History

[Price History](#)   [Tax History](#)

DATE	EVENT	PRICE	\$/SQFT	SOURCE
06/26/08	Sold	\$360,000	\$156	Public Record

## Neighborhood: 33434

**MEDIAN ZESTIMATE**

**\$145,200**

3.6%

Past 12 months

**MARKET TEMP**

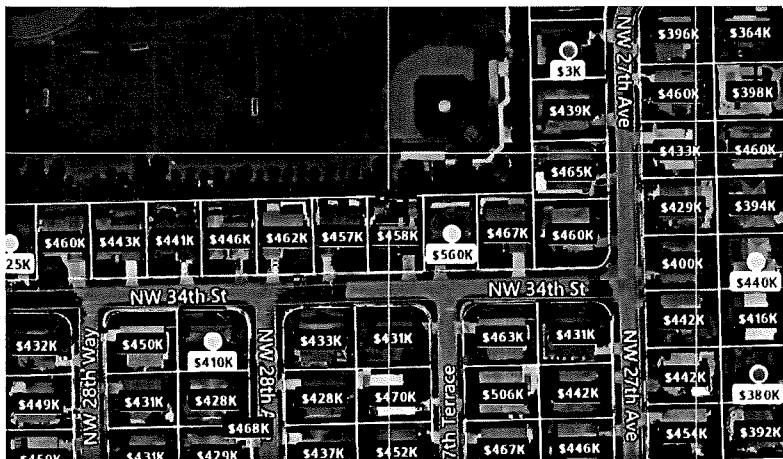
**Cold**

Buyers' Market   Sellers' Market

Zillow predicts 33434 home values will rise 1.6% next year, compared to a 1% rise for Boca Raton as a whole. Among 33434 homes, this home is valued 276.8% more than the midpoint (median) home, and is valued 90.4% more per square foot.

Walk Score <sup>®</sup> 20 (Car-Dependent)

NEIGHBORHOOD MAP



NEARBY HOMES



272 days on Zillow

1 photo

1 photo

1 photo

**SOLD**

**\$560,000** 4 bds 3 ba, 2,519...  
2735 NW 34TH ST, BOCA RATON, FL 3...

**OFF MARKET**

**\$456,890** -- bds 3 ba, 2,416...  
2769 NW 34TH ST, BOCA RATON, FL 3...

**OFF MARKET**

**\$430,820** 3 bds 2 ba, 1,931...  
3375 NW 27TH TER, BOCA RATON, FL...

**OFF MARKET**

**\$466,751**  
2719 NW 34TH ST, E



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### Nearby Schools in Boca Raton

#### GREATSCHOOLS RATING

#### GRADES

#### DISTANCE

- 10 out of 10  
Calusa Elementary (assigned)  
K-5  
2.1 mi
- 9 out of 10  
Omni Middle (assigned)  
6-8  
1.1 mi
- 8 out of 10  
Spanish River Community High (assigned)

9-12  
0.9 mi

Data by GreatSchools.org

More schools in Boca Raton

**About the ratings:** Historically, GreatSchools ratings have been based solely on a comparison of standardized test results for all schools in a given state. As of September 2017, the GreatSchools ratings also incorporate additional information, when available, such as college readiness, academic progress, advanced courses, equity, discipline and attendance data. GreatSchools ratings are designed to be a starting point to help parents compare schools, and should not be the only factor used in selecting the right school for your family. Learn more

**Disclaimer:** School attendance zone boundaries are supplied by Maionics and are subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

## Home Shoppers are Waiting



28 shoppers are looking in your neighborhood and price range.

Your name

Phone

Email

I own this home and would like to ask an agent about selling 2753 NW 34TH St, BOCA RATON, FL 33434.

Contact Agent

Or call 954-740-8332 for more info

## Similar Homes For Sale



53 days on Zillow

56 days on Zillow

19 days on Zillow

119 days on Zillow

**FOR SALE**  
**\$449,000** 3 bds3 ba2,63...  
3012 NW 25TH TER, BOCA RATON, FL...

**FOR SALE**  
**\$579,000** 4 bds3 ba2,479...  
3887 NW 27TH AVE, BOCA RATON, FL...

**FOR SALE**  
**\$559,000** 3 bds2 ba2,270...  
2624 NW 38TH ST, BOCA RATON, FL 3...

**FOR SALE**  
**\$490,000**  
2584 NW 39TH ST, I



See all similar listings

### NEARBY CITIES

- Boca Raton Real Estate
- Boynton Beach Real Estate
- Delray Beach Real Estate
- Jupiter Real Estate
- Lake Worth Real Estate
- Palm Beach Gardens Real Estate
- Riviera Beach Real Estate
- Royal Palm Beach Real Estate
- Wellington Real Estate
- West Palm Beach Real Estate

### NEARBY NEIGHBORHOODS

- Boca Del Mar Real Estate
- Boca Pointe Real Estate
- Downtown Real Estate
- Hamptons at Boca Raton Real Estate
- Mission Bay Real Estate
- Sandalfoot Cove Real Estate
- Whisper Walk Real Estate

### NEARBY ZIP CODES

- 33076 Real Estate
- 33428 Real Estate
- 33432 Real Estate
- 33433 Real Estate
- 33434 Real Estate
- 33467 Real Estate
- 33470 Real Estate
- 33484 Real Estate
- 33487 Real Estate
- 33496 Real Estate

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- Apartments for Rent in 33434
- Houses for Sale in 33434
- Houses for Rent in 33434
- 33434 Real Estate
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