

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

CASE NO. 50-2018-CA-002317-XXXX-MB

WALTER E. SAHM
and PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC,
BRIAN O'CONNELL, AS SUCCESSOR
PERSONAL REPRESENTATIVE OF
THE ESTATE OF SIMON L. BERNSTEIN;
ALEXANDRA BERNSTEIN, ERIC BERNSTEIN,
MICHAEL BERNSTEIN, MOLLY SIMON,
PAMELA B. SIMON, JILL IANTONI,
MAX FRIEDSTEIN, LISA FRIEDSTEIN,
INDIVIDUALLY AND TRUSTEES OF
THE SIMON L. BERNSTEIN REVOCABLE
TRUST AGREEMENT DATED MAY 20, 2008,
AS AMENDED AND RESTATED;
ELIOT BERNSTEIN, AND CANDICE
BERNSTEIN, INDIVIDUALLY AND AS
NATURAL GUARDIANS OF MINOR
CHILDREN JO., JA. AND D. BERNSTEIN;
AND ALL UNKNOWN TENANTS.

Defendants.

**AFFIDAVIT OF AMOUNTS DUE AND OWING IN SUPPORT OF MOTION FOR
FINAL SUMMARY JUDGMENT**

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~
Sumter

BEFORE ME, a notary public duly authorized to take acknowledgements and administer oaths, on this day personally appeared Patricia Sahn, after having been sworn under oath, deposes and says as follows:

1. The affiant Patricia Sahn in this action, has personal knowledge of the facts stated herein obtained from the review of the records.

2. The information in this affidavit is taken from the records. I have knowledge of the procedures for creating these records. They are (a) made at or near the timing of the occurrence of the matters recorded by persons with knowledge of the information in the record, or from information transmitted by persons with knowledge; (b) kept in the course of regular conducted business activities; and (c) it is the regular practice to make such records. The record attached, which I have reviewed, is a true and correct printout that is part of the records described above.

3. The Defendant defaulted and the default has not been cured, and the amount listed below is owed on the Loan.

4. Walter E. Sahm and Patricia Sahm are the owners of the Note.

5. Plaintiffs have been confirmed to be the real party in interest and has the right to foreclose the subject property.

6. The note and mortgage payments are in default by failure to make the payment due June 20, 2014, and all subsequent payments.

7. Walter Sahm and Patricia Sahm have declared the full amount payable under the note and mortgage to be due.

8. The following amounts are due and payable as of ___/2022: (120 days from Order)

Principal:	\$110,000.00;
Interest at Note rate to 6/19/2014:	\$3,850.00;
Default Interest at 18% 6/20/2014 – 12/31/2021	\$149,122.56
Real Property Taxes paid by Lender	\$38,596.62
TOTAL:	\$301,569.18

9. Attached hereto as Exhibit A are true copies of the Records evidencing that Defendants failed to make one or more payments when due under the Note, that said amounts remain unpaid, and the amounts presented due and owing to Plaintiffs.

10. The Plaintiffs have been required to employ the law Offices of Sweetapple, Broeker, & Varkas, P.L., to represent them in this matter and agreed to pay them a reasonable fee for their services.

FURTHER AFFIANT SAYETH NAUGHT.

Patricia Sahm

By: Patricia Sahm

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 15 day of December 2024 (year), by Patricia Sahm says that this is a true and correct to the best of his/her knowledge, information and belief, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

(Notary must check applicable box).

is/are personally known to me.

produced a current Florida driver's license as identification.

produced _____ as identification.

Notary Seal must be affixed

Sandy Brown

SIGNATURE OF NOTARY

Sandy Brown
Name of Notary (Typed, Printed or Stamped)

Commission Number: HH 75931

My Commission Expires: December 29, 2024

