



# AGENDA ITEM MEMORADUM

Development Services

Bud Bentley/Tuchette Torres

Department

~~474~~ Department Director/Code Officer

<b>COMMISSION MEETING DATE (*) - 7:00 PM</b>	<b>Deadline to Town Clerk</b>
<input checked="" type="checkbox"/> May 22, 2012	May 14, 2012

\*Subject to Change

- Presentation     Reports     **Consent**     Ordinance  
 Resolution     Quasi-Judicial     Old Business     New Business

FY2011 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

**SUBJECT TITLE:** Application for Relief of Code Enforcement Lien at 1749 Blue Water Terrace.

**EXPLANATION:** The owner of the residential property (Bank of New York Mellon Trstee) seeks relief from three code enforcement liens placed on a property that was previously owned by Hannelore Heiden. The Town issued Notice of Violations on September 19, 2008, June 5, 2009 and December 29, 2010. Each case was presented before the Special Magistrate and given time to comply or fine would commence. The owner corrected the violations on April 6, 2012 and April 24, 2012. The owner's application is attached (**Exhibit 1**). The requested relief must be approved by the Town Commission. The following table provides a summary of the cases:

Exhibit	Case #	Violation	Special Magistrate Final order	Total Lien	Lien after Bank Ownership	Offered Settlement	% of Bank's Lien	Days in Violation
1	08-02-KP-00285	Garage door installed without a permit	Comply by February 1, 2009 or \$175 per day	\$203,500	\$23,800	\$5,000	21%	1,160 (136)*
1	09-KP-00680	Failure to connect to sewer	Comply by November 5, 2009 or \$150 per day	\$135,150	\$23,250	\$5,000	22%	900 (154)*
1	10KP-00373	Failure to pay for trash service	Comply by March 19, 2011 or \$150 per day	\$57,750	\$20,550	\$5,000	24%	384 (136)*
<b>Total</b>				<b>\$396,400</b>	<b>\$67,600</b>	<b>\$15,000 **</b>	<b>22%</b>	

Note: \* The days the Bank was out of compliance after ownership.

\*\* \$15,000 is 3.8% of the \$396,400 total lien.

Total cost to the Town: Approximately \$473 in administrative and recording fees, etc.



Under the Town's procedures for relief from code enforcement liens (Resolution 2010-13, Subsection 2) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

**A. The nature and gravity of the violation.**

The gravity of the violation is moderate.

**B. Any actions taken by the Respondent to correct the violation.**

The Bank took possession of the property in November 2011 and then proceeded to correct the code violations. The Bank paid the trash bill, removed unpermitted garage door, and connected to sewer line.

**The length of time between the previously ordered compliance date and the date the violation was brought into compliance.**

1,160 days after the ordered compliance date.

**C. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.**

The Bank spent \$3,497.58 to correct the violations according to the paperwork that was submitted.

**D. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.**

The previous owner was issued a Notice of Violation in 2008 for no permit to enclose carport. The case was dismissed due to the Inspector being unable to pinpoint when the carport was enclosed. The property was also cited twice for no trash service in 2010, both cases were closed before they went to a hearing. There have been no code violations during the Bank's ownership.

**RECOMMENDATION:** The Commission generally entertains a relief no less than 20% of the total lien plus the Town's administrative fees. For this property and the three violations, 20% of the \$396,400 fine would be \$79,280 plus \$473 in administrative fees for a total of \$79,753. However, the property was foreclosed and when the bank took ownership they worked toward correcting the violations to bring the property into compliance. Staff is recommending that the fine be reduced to \$67,000 plus administrative fees if paid within 30 days of Commission approval. This fee represents the fines accumulated during the Bank's ownership of the property and is 17% of the total lien on the property.

**EXHIBITS:** Exhibit 1-Respondent's Application and Staff's history of involvement.

Reviewed by Town Attorney  
 Yes  No

Town Manager Initials CA

**TOWN OF LAUDERDALE-BY-THE-SEA**

4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308  
Tel: (954) 776-0576  
Fax: (954) 776-1857

**APPLICATION FOR RELIEF FROM CODE ENFORCEMENT FINES OR LIENS**

\* No application will be accepted or processed unless all violations on the property have been placed in compliance by Code Enforcement

CASE # 08-02-KP-00285

TOWN OF LAUDERDALE-BY-THE-SEA vs. Hannelore Heiden  
(Name of Respondent(s) as listed)

NAME OF APPLICANT: (Print): Florida Professional Real Estate Inc. (Carolyn Russell and/ or Jon Russell and/ or Steven David)  
(Person to attend Hearing)

ADDRESS OF APPLICANT: 2737 E. Oakland Park Blvd. #203, Fort Lauderdale, FL 333096  
(Full mailing address)

PHONE NUMBER: 954-913-0823

ADDRESS OF PROPERTY: 1749 Blue Water Terrace, N. Lauderdale by the Sea, FL 33062  
(Where violation(s) existed)

NATURE OF VIOLATION: Garage door installed without permit

TOTAL AMOUNT OF FINE: \$203,000.

AMOUNT REQUESTING FINE BE REDUCED TO: \$5000

THIS PROPERTY CURRENTLY IS  IS NOT  (check one) INVOLVED IN LITIGATION

**All Applications for Relief (where applicable) MUST have the following documentation provided as part of the Application to be reviewed:**

1. A copy of the Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. A copy of the Foreclosure Complaint;
3. A copy of the Foreclosure Order, with the recording date, book and page shown;
4. A copy of the Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. A copy of the Certification of Lien Order, with the recording date, book and page shown;
6. A copy of the new Certificate of Title, with the recording date, book and page shown;
7. A copy of the Town's Final Order of Imposition of Fine; and
8. A copy of the Claim of Lien(s) with the recording date, book and page shown.

Please provide a copy of these requirements with all Applications for Relief.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

- A. The nature and gravity of the violation(s);
- B. Any actions you have taken to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs you expended to cure the violation(s), if supported by documentation;
- E. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
- F. Equitable considerations.

WHY RELIEF SHOULD BE GRANTED (This section must be completed and, at a minimum, should address the above factors):This lien is for property installing Garage door without permit. Notice of original Violation was issued September 19, 2008. Certificate of Title was given to Bank of New Your 11/22/11 and recorded 12.2.11. The amount of time from the original Violation and compliance by the bank was 3 years and 5 months but the bank did not have control of the property until the past few months. Once we took over the property on behalf of the bank we advised them of this lien against the former owner. The bank was not in possession of the property at the time the violation and liens were put on the property. It was not the responsibility of the bank to bring the matter into compliance until they were in Possession of the Certificate of Title. Once the bank was in possession and the property assigned to us we were in contact with the City and code officer Touchette Torres and worked with her to bring this matter into compliance as soon as we could in a reasonable length of time. I'm sure by you having discussions with her she will advise you how we were doing everything to cooperate with the City. We also bring to your attention that the former owner had left personal belongings in the property and we had to take the time to go through the necessary procedures to try to contact her about the personal property in the dwelling. Certified /Registered and Return Receipt letters had to be sent out to former owner advising her that if possessions were not removed and release for the personal property was not returned possessions would be moved out. We received the signed Return Receipt but were not sent the release. Consideration was given to demolishing the building and then bids were obtained for the sewer hook-up and approval were given to hook up sewer and bring into compliance. This was the last item to be brought into compliance as we were attempting to get an answer from the City as to whether demolition would bring property into compliance on all matters. We were never given a proper answer from the City and therefore moved forward to bring each violation into compliance as quickly as they could be done. Expenses were incurred in the amount of \$635. to complete the removal of garage door and plywood & debris enclosing carport. It is evident that all violation were during the time that former owner still owned the property and her negligence should be considered in relief of the fines we are requesting to be reduced since bank has been in possession for such a short time.

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(Attach additional pages if needed, along with any supporting documentation)

IF APPLICABLE:

Name Of Attorney/Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I CERTIFY THAT I am the current owner of the subject property or an Attorney for said owner, or that I am the legal representative for the property or otherwise authorized to act on behalf of the property owner in this matter.

Carolyn Russell                      5/4/12  
Signature of Applicant                      Date

(NOTE: Proof of such lawful authority or written authorization from the property owner must be provided by the applicant prior to this matter proceeding.)

# REO Rescue and Preservation LLC



REO Rescue and Preservation LLC

PO Box 590026  
Fort Lauderdale, FL  
33359-0026

(954)282-1716  
james@reorescueandpreservation.com  
http://reorescueandpreservation.com

## Invoice

Date	Invoice #
04/02/2012	1577
Terms	Due Date
Net 30	05/02/2012

### Bill To

1749 Blue Water Ter N. Lauderdale-By-The-Sea  
for:  
Florida Professional Real Estate  
2737 E Oakland Park Blvd  
Suite 203  
Fort Lauderdale, FL 33306

Amount Due	Enclosed
\$635.00	

Please detach top portion and return with your payment.

Date	Activity	Quantity	Rate	Amount
04/02/2012	Abate code violation and fines for illegal carport to garage conversion: Remove and dispose of 2-car garage door	1	500.00	500.00
04/02/2012	Remove and dispose of plywood enclosing open side of carport Scrape peeling and hanging paint off carport ceiling that would be visible from street after garage door removal	1	100.00	100.00
04/02/2012	Peeling paint is a code violation. 1 cubic yard of debris inside garage must be removed when conversion back to carport is complete so not visible from street	1	35.00	35.00
<p>***** Invoice is \$200 less than bid approved. Code di not require door to be replaced and was satisfied with board-up as shown in photos.</p>				
<b>Total</b>				<b>\$635.00</b>

TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
4501 N. OCEAN DRIVE  
Lauderdale-By-The-Sea, Florida 33308

BEFORE THE SPECIAL MAGISTRATE  
ORDER IMPOSING FINE/CERTIFICATE OF LIEN

TOWN OF LAUDERDALE-BY-THE-SEA,

Petitioner

v.

Case No. 08-02-KP-00285

Hannelore A. Heiden  
1749 S.E. 19<sup>th</sup> Avenue  
Lauderdale-By-The-Sea, FL 33062

Respondent(s):  
**THIS IS NOT AN**

**OFFICIAL COPY**  
The above referenced case was heard on November 19, 2008 and Respondent did appear at the hearing. A Notice of Violation was issued on September 19, 2008 with a correction date of October 25, 2008. Compliance was not gained on October 25, 2008. The Special Magistrate ordered the Respondent to bring the property into compliance on or before February 1, 2009 or be assessed a daily fine of One Hundred Seventy-five (\$175.00) Dollars until compliance is gained.

The property located at 1749 S. E. 19<sup>th</sup> Avenue, Lauderdale-By-The-Sea, Florida, corresponding to Folio # 9307-02-0020, legally described as:  
BEL-AIR ADD 33-5 LOT 32

Has not been brought into compliance and the daily fine of One Hundred Seventy-Five Dollars began to accrue on February 1, 2009 and continues to accrue until compliance is gained. The Final Order was mailed on November 21, 2008 with a return of the receipt. On February 27, 2009 Notice of Certification of Lien Intent was sent via certified mail with a return of the receipt for the hearing date March 18, 2009. Respondent was not present.

Therefore, pursuant to Section 162.09, Florida Statutes, the Special Magistrate certifies as follows.

1. The Order of November 19, 2008 required the Respondent to bring the property into compliance on or before February 1, 2009 or be assessed a daily fine of One Hundred Seventy-five (\$175.00) dollars.

2. The Respondent has not brought the violation into compliance and the daily fine of One Hundred Seventy-five (\$175.00) Dollars continues to accrue as of the compliance date of February 1, 2009. Therefore, Special Magistrate imposes and certifies fines for the daily fine of One Hundred Seventy-five (\$175.00) Dollars that continues to accrue until compliance is gained.

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Respondent: Hannelore Heiden  
CASE NUMBER: 08-02-KP-00285

IN DETERMINING THE FINE AMOUNT TO BE IMPOSED, CONSIDERATION WAS GIVEN TO: (1) THE GRAVITY OF THE VIOLATION(S), (2) ANY ACTIONS TAKEN BY THE RESPONDENT(S) TO CORRECT THE VIOLATION(S); AND (3) ANY PREVIOUS VIOLATION(S) COMMITTED BY THE RESPONDENT(S).

FINALLY, THE PETITIONER, TOWN, VERIFIED THAT THE PROPERTY WAS NOT IN COMPLIANCE AND REQUESTED THAT THE RESPONDENT BE GIVEN UNTIL FEBRUARY 1, 2009 TO COMPLETE THE PERMITTING PROCESS IN ORDER TO BRING THE PROPERTY INTO COMPLIANCE OR BE ASSESSED A ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLAR FINE PER DAY UNTIL COMPLIANCE IS GAINED.

THE SPECIAL MAGISTRATE GRANTS THE PETITIONER'S REQUEST AND ORDERED THAT THE PROPERTY BE BROUGHT INTO COMPLIANCE ON OR BEFORE FEBRUARY 1, 2009 TO COMPLETE THE PERMITTING PROCESS. FAILURE TO BRING THE PROPERTY INTO COMPLIANCE BY THE DATE INDICATED WOULD RESULT IN A ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLAR FINE PER DAY UNTIL COMPLIANCE IS GAINED. THE SPECIAL MAGISTRATE STATED THAT THE TOWN MAY AVAIL ITSELF OF ALL LEGAL REMEDIES AVAILABLE TO IT, INCLUDING THE FORECLOSURE OF THE LIEN.

Done and Ordered this 19th day of November, 2008 at Lauderdale By The Sea, Florida.

THIS IS NOT AN OFFICIAL COPY

Gordon B. Linn, Special Magistrate

ATTEST:

*Colleen Tyrrell*  
Colleen Tyrrell, Secretary for the Special Magistrate

**CERTIFICATION**

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

11 day of Nov, 2008  
*Joan White* Town clerk

Cc to:

Note: Please make your check payable to:

Town of Lauderdale-By-The-Sea

Please send your check to:

4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308



TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
CODE COMPLIANCE SPECIAL MAGISTRATE

CASE NUMBER: 08-02-KP-00285

TOWN OF LAUDERDALE BY THE SEA,  
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

Hannelore A. Heiden  
1749 S. E. 19<sup>th</sup> Avenue  
Lauderdale By-The-Sea, FL 33062

RESPONDENT

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FINAL ORDER

HEARING DATE: November 19, 2008

VIOLATION(S): No Permit for New Garage Door

CODE SECTION: F.B.C.105(1)

An Administrative hearing was held before the Special Magistrate on November 19, 2008. Set below are the findings of fact, conclusions of law and final order for the subject hearing.

FINDINGS OF FACT

The record indicates that the Respondent(s) owns certain real property located at:  
1749 S. E. 19<sup>th</sup> Avenue, FL 33062 and more particularly described as follows:

Tax Folio Number ( Property I.D. ): 9307-02-0020

At the hearing held on this matter on November 19, 2008, the Petitioner Town presented testimony by Code Compliance Officer Parker concerning her personal knowledge of the existence of the subject violation(s), and entered into the record evidence of notice required under Chapter 162 Florida Statutes. Officer Parker stated that according to Broward County Code Services the Respondent had applied for a permit in 2005 but the final inspections had not been completed to close out the permit. Officer Parker requested that the Respondent be given until February 1, 2009 to complete the permitting process to bring the violation into compliance or be assessed a \$175.00 fine per day until compliance is gained. Respondent Hannelore Heiden was present at the hearing.

CONCLUSIONS OF LAW

Accordingly, based on the testimony and evidence referenced above, the Petitioner Town has met its burden of providing by substantial competent evidence that alleged violation(s) does in fact exist on the subject property but was not in compliance at or prior to the subject hearing.

ORDER

THEREFORE, BASED UPON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, THE UNDERSIGNED SPECIAL MAGISTRATE FINDS THE RESPONDENT(S) GUILTY OF VIOLATING: CODE SECTION F.B.C.105(1).

3. That this Certification, together with the original Final Order, be recorded in the Public Records of the Office of the Clerk of the Circuit Court in and for Broward County, Florida. Pursuant to Section 162.09, Florida Statutes, these documents, once recorded, shall constitute a lien against the land on which the violation(s) exists, and upon any other real or personal property owned by Respondent.

4. If any person desires to appeal, pursuant to Section 162.11, Florida Statutes, such person will need a record of the proceedings which includes the testimony and evidence upon which the appeal is based.

Certification of Lien ordered at Lauderdale-By-The-Sea this 18th day of March, 2009.

ATTEST:

Special Magistrate of the  
Town of Lauderdale-By-The-Sea

**THIS IS NOT AN OFFICIAL COPY**

BY: Colleen Tyrrell  
Colleen Tyrrell, Secretary for the Special Magistrate

Gordon B. Linn  
Gordon B. Linn, Special Magistrate

( ) Personally known to me

Copies furnished to:

Hannelore A. Heiden  
1749 S.E. 19<sup>th</sup> Avenue  
Lauderdale-By-The-Sea, FL 33062

**CERTIFICATION**

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea FL on this 18<sup>th</sup> day of May, 2009

Jane White Town clerk

**FILE**  
MAR 23 2009  
BY: CL

9  
ROBERT EMMERT

**In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida**

BANK OF NEW YORK  
Plaintiff  
VS.  
HEIDEN, HANNELORE A  
Defendant

CACE-08-017823  
Division: 11

**Certificate of Title**

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on November 10, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

**LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN  
PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA.**

**A/K/A 1749 SE 19TH AVENUE POMPANO BEACH, FL 33062**

**THIS IS NOT AN  
OFFICIAL COPY**

Was sold to: THE BANK OF NEW YORK MELLON - FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATE HOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-3  
2900 N MADERA ROAD SIMI VALLEY, CA, 93065

Witness my hand and the seal of this court on November 22, 2011.



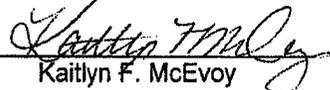
Howard C. Forman, Clerk of Circuit Courts  
Broward County, Florida

Total consideration: \$352,200.00  
Doc Stamps: \$2,465.40

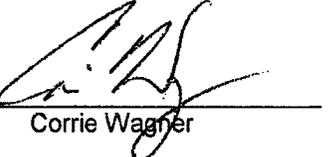
**POWER OF ATTORNEY**

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, CHL, and CWALT, Inc. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK MELLON, as Trustee

Witness:   
Kaitlyn F. McEvoy

By:   
Diane Pickett  
Vice President

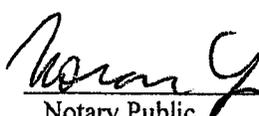
Witness:   
Corrie Wagner

By:   
Mauro Palladino  
Managing Director

STATE OF: New York  
COUNTY OF: Queens

On the 6<sup>th</sup> day of May, 2009, before me Norman Yu, a Notary Public in and for said, personally appeared Diane Pickett, known to me to be as a Vice President, and Mauro Palladino, known to me be a Managing Director of the Bank of New York Mellon, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

  
Notary Public  
Norman Yu  
NOTARY PUBLIC  
STATE OF NEW YORK  
Qualified in Queens County  
LIC# 01YU6183731  
COMM. EXP. 3-24-2012

The undersigned, a duly appointed and acting as Vice President of Bank of America Home Loans, Inc. (the "Corporation") certified on behalf of the Corporation as follows:

Pursuant to that certain Statement of Work (SOW) with Skyhill, Bank of America Home Loans, Inc. has contracted with Skyhill to manage and market properties located in all states that are owned or under the control of Bank of America Home Loans, Inc. As such, Skyhill is authorized to execute documents related to the sale of those properties. This certification creates no rights separate and apart from the Agreement.

I authorize the following individuals identified by the Corporation as duly elected or appointed, qualified and acting officers of the Corporation, to sign documents on Bank of America Home Loans, Inc.'s behalf.

Angela Hess  
Brad Covy  
Jack Covy  
Phillip Greenberg  
Tina Norder  
Valerie Kunimura

Skyhill is *not* authorized to execute a deed transferring title to a purchaser. The deed will require the signature of an authorized Bank of America official.

This certification shall remain in full force and effect from the date of signing until twelve months thereafter, or until the SOW expires.

In witness whereof, I have hereunto signed my name on this June 10, 2010.

Bank of America Home Loans, Inc.

By: 

Name: Clinton Alcorn  
Title: Vice President  
Date: June 10, 2010

Date: 04-04-12

Broker Name: STEVEN DAVID Office Ph: 9549130823  
 Cell Ph: 9549802643  
 Address: 1749 BLUE WATER TERRACE N Fax: 9545680041  
LAUDERDALE BY THE SEA FL 33062

Please consider this List Letter your authorization to list the above referenced property (hereinafter PROPERTY). This List Letter is issued pursuant to the terms and provisions of the Master Listing Agreement (MLA) you entered into with SkyhillREO. This List Letter shall be used for the sole purpose of defining the commencement of steps for marketing the PROPERTY and your commissions and any additional obligations provided hereunder with respect to the PROPERTY assigned by electronic referral to you the BROKER and to this extent only is incorporated as a part of your MLA. This List Letter shall not be construed to modify, amend, or alter the terms of the MLA.

Seller agrees to pay commission as follows: If the sales price is equal to or greater than \$50,001, the Cooperating Broker will received 3 % of the SALE PRICE OF THE PROPERTY. If the sales price is equal to or less than \$50,000 the Cooperating Broker will receive \$ 1,250.00.

Listing Broker will receive compensation per the following Listing Agent Commission Table:

Listing Agent Commission Table	Commission Paid
Sales Price	
\$0-\$50,000.	\$1,250. Less \$125 Transaction Fee
\$50,001-\$249,999	2% Less \$125 Transaction Fee
\$250,000-\$399,999	\$5,000. Less \$125 Transaction Fee
\$400,000-\$999,999	2% less \$2500. Less \$125 Transaction Fee
\$1,000,000- up	BANA to Determine Less \$125 Transaction Fee

Please note:

List Price 415800.00  
 Listing Period 04-04-12 07-03-2012 (See renewal information below)

All correspondence regarding the PROPERTY should include the REO number. Equator is the preferred method of communication regarding the PROPERTY and whenever possible will be used by both the BROKER and SkyhillREO representatives. This includes status reports, updates, communication and other documents.

**Property Management**

- a) **Personal Property Removal:** Broker, and the Broker's agents, representatives, employees, and contractors shall not remove any personal property from the Property under any circumstances without 1) SkyhillREO's prior express written approval, and 2) having provided SkyhillREO with a complete inventory and color, dated, and labeled photographs of all personal property. Broker shall be responsible for distinguishing personal property from debris or trash. Broker shall remove personal property and/or debris or trash strictly in accordance with SkyhillREO's written instructions and all applicable Laws.
- b) **Maintenance:** Normal property preservation to include weekly yard, maid and pool service as required in order for property to be clean and in marketable condition. Utilities should be turned on in your name, and paid through your office. Appropriate invoices for monthly yard and maid statements, utility bills, and other miscellaneous items are to be paid by your office and submitted to Skyhill for reimbursement, along with a copy of the check the bill was paid with, in accordance with the Agreement and the provisions in section 3 below. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information. If determined as a BAC Field Services Corporation state, please contact your Asset Manager or Premarketing Representative for direction.

*TRW*

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IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY,  
FLORIDA  
CIVIL ACTION

THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT  
OF THE CERTIFICATEHOLDERS ASSET-BACKED  
CERTIFICATES, SERIES 2007-3S, SERIES 2007-3,  
Plaintiff,

vs.

CASE NO.  
DIVISION

08 17823

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HANNELORE A. HEIDEN; THE UNKNOWN SPOUSE OF HANNELORE A. HEIDEN; ANY AND ALL  
UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED  
INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR  
OTHER CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being  
fictitious to account for parties in possession  
Defendant(s).

To the above-named Defendant(s) and all others whom it may concern:  
You are notified of the institution of this action by the above-named Plaintiff, against you, for the purpose of foreclosing a  
mortgage recorded in Official Records Book 44078, Page 28, on the following property in Broward County,  
Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT  
BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Dated this 22 day of April, 2008.

Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
(813) 251-4766

By: [Signature]  
Brian P. Alvarez  
FLORIDA BAR NO. 43181  
Joseph R. Rushing  
FLORIDA BAR NO. 0028365

COUNTRY-CONV B/C-B-1ourty

FILE\_NUMBER: F08011089

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THIS IS NOT AN OFFICIAL COPY  
NOTICE OF LIS PENDENS  
FILED FOR RECORDING  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FL  
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CIRCUIT CIVIL

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CIRCUIT COURT

2010 JUN -8 PM 2:44

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

FILED  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FLORIDA

THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
BENEFIT OF THE CERTIFICATEHOLDERS ASSET-  
BACKED CERTIFICATES, SERIES 2007-3S, SERIES  
2007-3,

Plaintiff,

vs. CASE NO. CACE-08-CA-017823  
DIVISION 14

SPACE FOR RECORDING ONLY  
F.S. 449.26

HANNELORE A. HEIDEN;  
Defendant(s).

~~THIS IS NOT AN~~  
FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE

IT IS ADJUDGED THAT:

1. Plaintiff THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE

CERTIFICATEHOLDERS ASSET-BACKED CERTIFICATES, SERIES 2007-3S, SERIES 2007-3, CA6-

920-02-21 2900 N MADERA ROAD, SIMI VALLEY, CA 93065 is due:

UNPAID PRINCIPAL BALANCE	\$597,855.78
INTEREST ON THE NOTE AND MORTGAGE FROM 8/1/2007 TO 6/8/2010	164,570.28
PRE-ACCELERATED LATE CHARGES THROUGH February 11, 2008	737.73
PROPERTY INSPECTIONS	525.00
TAXES	41,099.44
INSURANCE	50,987.53
BPO	285.00
TITLE SEARCH EXPENSES	0.00
TITLE EXAMINATION FEE	0.00

FILE\_NUMBER: F08011089

Serial: 13450141  
DOC\_ID: M002400



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FILING FEE	258.00
INVESTIGATION/SERVICE OF PROCESS	180.00
ATTORNEY'S FEE	1,300.00
<b>TOTAL</b>	<b>\$857,798.76</b>

That shall bear interest at the rate of 6% a year.

2. Plaintiff holds a lien for the total sum-superior to all claims, or estates of Defendant(s) on the following-described property in BROWARD County, Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 1749 SE 19TH AVENUE POMPANO BEACH, FL. 33062

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property at a public sale on ~~10-16~~ 2010 at 10:00AM, or as soon thereafter as the sale may proceed, to the highest bidder for cash, except as prescribed in paragraph 5 WWW.BROWARD.REALFORECLOSE.COM, THE CLERK'S WEBSITE FOR ON-LINE AUCTIONS

120  
 2010  
 SALE  
 DATE  
 [Signature]

4. Plaintiff shall advance all subsequent costs of this and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court and the Clerk shall credit the Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus

interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any amount remaining pending the further Order of this Court.

6. On filing the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

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

**IF YOU ARE SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WIL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**If you are the property owner, you may claim these funds yourself. You are not required to have a**

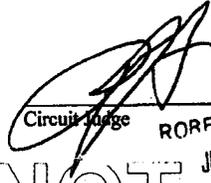
lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, BROWARD County, 201 S.E. Sixth St Rm 230, Window 10, Fort Lauderdale, FL 33301, Phone: 954-831-5792, within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the Clerk has in the registry of the Court. If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, for assistance, you should do so as soon as possible after receipt of this notice.

8. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that a flat-rate attorney fee of \$1,300.00 is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE

PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985).

DONE AND ORDERED in Chambers, in BROWARD County, Florida, this \_\_\_\_\_ day of

\_\_\_\_\_, 2010.

  
Circuit Judge ROBERT I. ENGAN  
JUN 08 2010

Copies furnished to:  
Sabrina M. Morawetz, Esquire  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
All parties on the attached Service List

THIS IS NOT AN  
OFFICIAL COPY

**Service List**

HANNELORE A. HEIDEN  
1749 Se 19th Ave  
Pompano Beach, FL 33062

THIS IS NOT AN  
OFFICIAL COPY

**TOWN OF LAUDERDALE-BY-THE-SEA**

4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308  
Tel: (954) 776-0576  
Fax: (954) 776-1857

**APPLICATION FOR RELIEF FROM CODE ENFORCEMENT FINES OR LIENS**

\* No application will be accepted or processed unless all violations on the property have been placed in compliance by Code Enforcement

CASE # 09-KP 00680

TOWN OF LAUDERDALE-BY-THE-SEA vs. Hannelore Heiden  
(Name of Respondent(s) as listed)

NAME OF APPLICANT: (Print): Florida Professional Real Estate Inc. (Carolyn Russell and/ or Jon Russell and/ or Steven David)  
(Person to attend Hearing)

ADDRESS OF APPLICANT: 2737 E. Oakland Park Blvd. #203, Fort Lauderdale, FL 333096  
(Full mailing address)

PHONE NUMBER: 954-913-0823

ADDRESS OF PROPERTY: 1749 Blue Water Terrace, N. Lauderdale by the Sea, FL 33062  
(Where violation(s) existed)

NATURE OF VIOLATION: Failure to connect to sewer

TOTAL AMOUNT OF FINE: ~~\$13,650.~~ \$ 135,150 (T.T.)

AMOUNT REQUESTING FINE BE REDUCED TO: \$5000

THIS PROPERTY CURRENTLY IS  IS NOT  (check one) INVOLVED IN LITIGATION

**All Applications for Relief (where applicable) MUST have the following documentation provided as part of the Application to be reviewed:**

1. A copy of the Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. A copy of the Foreclosure Complaint;
3. A copy of the Foreclosure Order, with the recording date, book and page shown;
4. A copy of the Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. A copy of the Certification of Lien Order, with the recording date, book and page shown;
6. A copy of the new Certificate of Title, with the recording date, book and page shown;
7. A copy of the Town's Final Order of Imposition of Fine; and
8. A copy of the Claim of Lien(s) with the recording date, book and page shown.

Please provide a copy of these requirements with all Applications for Relief.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

- A. The nature and gravity of the violation(s);
- B. Any actions you have taken to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs you expended to cure the violation(s), if supported by documentation;
- E. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
- F. Equitable considerations.

WHY RELIEF SHOULD BE GRANTED (This section must be completed and, at a minimum, should address the above factors):This lien is for property not being hooked up to sewer line. Notice of original Violation was issued June 5, 2009. Certificate of Title was given to Bank of New Your 11/22/11 and recorded 12.2.11. The amount of time from the original Violation and compliance by the bank was 2 years and 10 months but the bank did not have control of the property until the past few months. Once we took over the property on behalf of the bank we advised them of this lien against the former owner. The bank was not in possession of the property at the time the violation and liens were put on the property. It was not the responsibility of the bank to bring the matter into compliance until they were in Possession of the Certificate of Title. Once the bank was in possession and the property assigned to us we were in contact with the City and code officer Touchette Torres and worked with her to bring this matter into compliance as soon as we could in a reasonable length of time. I'm sure by you having discussions with her she will advise you how we were doing everything to cooperate with the City. We also bring to your attention that the former owner had left personal belongings in the property and we had to take the time to go through the necessary procedures to try to contact her about the personal property in the dwelling. Certified /Registered and Return Receipt letters had to be sent out to former owner advising her that if possessions were not removed and release for the personal property was not returned possessions would be moved out. We received the signed Return Receipt but were not sent the release. Consideration was given to demolishing the building and then bids were obtained for the sewer hook-up and approval were given to hook up sewer and bring into compliance. This was the last item to be brought into compliance as we were attempting to get an answer from the City as to whether demolition would bring property into compliance on all matters. We were never given a proper answer from the City and therefore moved forward to bring each violation into compliance as quickly as they could be done. Expenses were incurred in the amount of \$2,500 to complete the Sewer hook-up. It is evident that all violation were during the time that former owner still owned the property and her negligence should be considered in relief of the fines we are requesting to be reduced since bank has been in possession for such a short time.

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(Attach additional pages if needed, along with any supporting documentation)

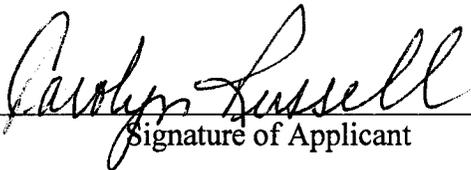
IF APPLICABLE:

Name Of Attorney/Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I CERTIFY THAT I am the current owner of the subject property or an Attorney for said owner, or that I am the legal representative for the property or otherwise authorized to act on behalf of the property owner in this matter.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Date

(NOTE: Proof of such lawful authority or written authorization from the property owner must be provided by the applicant prior to this matter proceeding.)

# REO Rescue and Preservation LLC



REO Rescue and Preservation LLC  
 PO Box 590026  
 Fort Lauderdale, FL  
 33359-0026  
 (954)282-1716  
 james@reorescueandpreservation.com  
 http://reorescueandpreservation.com

## Estimate

Date	Estimate #
03/15/2012	1455
	Exp. Date

### Address

1749 Blue Water Ter N. Lauderdale-By-The-Sea  
 for:  
 Carolyn Russell  
 Florida Professional Real Estate  
 2737 E Oakland Park Blvd  
 Suite 203

Date	Activity	Quantity	Rate	Amount
03/15/2012	Plumbing: Connect home to city sewer line per municipal requirement to abate ongoing code violation fines  1. Abandon existing septic tank and pump existing waste. Backfill with clean fill as per city code. 2. Install new sewer line to tie into city sewer line. Including waste, drain and vent lines.	1	2,100.00	2,100.00
03/15/2012	Municipal permit for above work will include permit, inspection and pass and closing of permit, which eliminates ongoing fines from code violation.	1	400.00	400.00
			<b>Total</b>	<b>\$2,500.00</b>

Work performed by licensed plumber FL St License # RF1106791  
 Broward County License 02-CMP-1005-X

Accepted By: *Carolyn Russell*

4/12/12 Accepted Date:

5

**TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
4501 N. OCEAN DRIVE  
Lauderdale-By-The-Sea, Florida 33308**

**BEFORE THE SPECIAL MAGISTRATE  
ORDER IMPOSING FINE/CERTIFICATE OF LIEN**

**TOWN OF LAUDERDALE-BY-THE-SEA,**

**Petitioner**

**v.**

**Case No. 09-KP-00680**

**Hannelore Heiden  
1749 S. E. 19<sup>th</sup> Avenue  
Lauderdale-By-The-Sea, FL 33062**

**Respondent(s)**  
**THIS IS NOT AN  
OFFICIAL COPY**

The above referenced case was heard on August 5, 2009 and Respondent did not appear at the hearing. A Notice of Violation was issued on June 5, 2009 with a correction date of July 6, 2009. Compliance was not gained on July 6, 2009. The Special Magistrate ordered that the Respondent be given ninety (90) days from the hearing date to bring the property into compliance or a daily fine of One Hundred Fifty (\$150.00) Dollars would be assessed plus an Administrative Fee of One Hundred Fifty (\$150.00) Dollars.

The property located at 1749 S. E. 19<sup>th</sup> Avenue, Lauderdale-By-The-Sea, Florida, corresponding to Folio # 9307-02-0020, legally described as:  
BEL-AIR ADD 33-5 B LOT 32

Has not been brought into compliance and a daily fine of One Hundred Fifty (\$150.00) Dollars began to accrue on November 6, 2009 and continues to accrue until compliance is gained. The Final Order was mailed via Certified Mail on August 7, 2009. On March 2, 2010 Notice of Certification of Lien Intent was sent via certified mail for the hearing date March 17, 2010. Respondent was not present.

Therefore, pursuant to Section 162.09, Florida Statutes, the Special Magistrate certifies as follows:

1. The Order of August 5, 2009 required the Respondent to bring the property into compliance ninety (90) days from the hearing date or be assessed a daily fine of One Hundred Fifty (\$150.00) Dollars. An Administrative Fee of One Hundred Fifty (\$150.00) Dollars was also imposed.

2. The Respondent has not brought the violation into compliance and the daily fine of One Hundred Fifty (\$150.00) Dollars continues to accrue as of November 6, 2009. Therefore, Special Magistrate imposes and certifies fines for the daily fine of One

4

Hundred Fifty (\$150.00) Dollars that continues to accrue until compliance is gained plus an Administrative Fee of One Hundred Fifty (\$150.00) Dollars.

3. That this Certification, together with the original Final Order, be recorded in the Public Records of the Office of the Clerk of the Circuit Court in and for Broward County, Florida. Pursuant to Section 162.09, Florida Statutes, these documents, once recorded, shall constitute a lien against the land on which the violation(s) exists, and upon any other real or personal property owned by Respondent.

4. If any person desires to appeal, pursuant to Section 162.11, Florida Statutes, such person will need a record of the proceedings which includes the testimony and evidence upon which the appeal is based.

Certification of Lien ordered at Lauderdale-By-The-Sea this 17th day of March, 2010.

ATTEST: **THIS IS NOT AN OFFICIAL COPY**  
 Special Magistrate of the Town of Lauderdale-By-The-Sea

BY: *Colleen Tyrrell* BY: *Gordon B. Linn*  
 Colleen Tyrrell, Secretary for the Special Magistrate Gordon B. Linn, Special Magistrate

( ) Personally known to me

Copies furnished to:

Hannelore Heiden  
1749 S. E. 19<sup>th</sup> Avenue  
Lauderdale-By-The-Sea, FL 33062

**FILE**  
 MAR 19 2010  
 BY: *[Signature]*

TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
CODE COMPLIANCE SPECIAL MAGISTRATE

CASE NUMBER: 09-KP-00680

TOWN OF LAUDERDALE BY THE SEA,  
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

HANNELORE HEIDEN  
1749 S.E. 19TH Avenue  
Lauderdale-By-The-Sea, FL 33062

RESPONDENT

---

FINAL ORDER

HEARING DATE: August 5, 2009

VIOLATION(S): Failure to connect to the sanitary Sewer System. CODE SECTION: 20-16

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An Administrative hearing was held before the Special Magistrate on August 5, 2009. Set below are the findings of fact, conclusions of law and final order for the subject hearing.

FINDINGS OF FACT

The record indicates that the Respondent(s) owns certain real property located at: 1749 S.E. 19<sup>th</sup> Avenue, Lauderdale-By-The-Sea, FL 33062 and more particularly described as follows:

Tax Folio Number ( Property I.D. ): 9307-02-0020

At the hearing held on this matter on August 5, 2009 the Petitioner Town presented testimony by Code Compliance Officer Parker concerning her personal knowledge of the existence of the subject violation(s), and entered into the record evidence of notice required under Town Ordinance Section 20-16. Officer Parker presented backup material pertaining to the sanitary sewer system that was entered into evidence as Town's Composite Exhibit A through E. Officer Parker cited the property on June 5, 2009 with a compliance date of July 6, 2009 for failing to connect to the sanitary sewer system. Officer Parker said that the re-inspection that was done via the Broward County Building Code Services web-site indicated that a permit application had not been submitted for the sanitary sewer hook-up. The Respondent was not present at the hearing.

CONCLUSIONS OF LAW

Accordingly, based on the testimony and evidence referenced above, the Petitioner Town has met its burden of providing by substantial competent evidence that alleged violation(s) does in fact exist on the subject property but was not in compliance at or prior to the subject hearing.

ORDER

THEREFORE, BASED UPON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, THE UNDERSIGNED SPECIAL MAGISTRATE FINDS THE RESPONDENT(S) GUILTY OF VIOLATING: CODE SECTION 20-16.

HANNELORE HEIDEN  
CASE NUMBER: 09-KP-00680

IN DETERMINING THE FINE AMOUNT TO BE IMPOSED, CONSIDERATION WAS GIVEN TO: (1) THE GRAVITY OF THE VIOLATION(S), (2) ANY ACTIONS TAKEN BY THE RESPONDENT(S) TO CORRECT THE VIOLATION(S); AND (3) ANY PREVIOUS VIOLATION(S) COMMITTED BY THE RESPONDENT(S).

FINALLY, THE PETITIONER, TOWN, VERIFIED THAT THE VIOLATION WAS NOT IN COMPLIANCE AT THE TIME OF THE HEARING.

THE SPECIAL MAGISTRATE ORDERS THAT THE RESPONDENT BE GIVEN NINETY ( 90 ) DAYS FROM THE HEARING DATE TO BRING THE VIOLATION INTO COMPLIANCE. FAILURE TO ABATE THE VIOLATION WITHIN THE NINETY ( 90 ) DAY TIMEFRAME, A ONE HUNDRED FIFTY (\$150.00) DOLLAR FINE PER DAY WOULD COMMENCE. THE MAGISTRATE ALSO IMPOSED A ONE HUNDRED FIFTY (\$150.00) DOLLAR ADMINISTRATIVE FEE.

THE TOWN MAY AVAIL ITSELF OF ALL LEGAL REMEDIES AVAILABLE TO IT, INCLUDING THE FORECLOSURE OF THE LIEN.

Done and Ordered this 5<sup>th</sup> day of August, 2009, Lauderdale By The Sea, Florida.

THIS IS NOT AN OFFICIAL COPY

Gordon B. Linn, Special Magistrate

ATTEST:

*Solleen Tyrrell*  
Solleen Tyrrell, Secretary for the Special Magistrate

Cc to: N/A

Note: Please make your check payable to:

Town of Lauderdale-By-The-Sea

Please send your check to:

4501 Ocean Drive  
Lauderdale-By The-Sea, FL 33308

FILE  
AUG 07 2009  
BY: *CJ*

9  
ROBERT EMMERT

**In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida**

BANK OF NEW YORK  
Plaintiff  
VS.  
HEIDEN, HANNELORE A  
Defendant

CACE-08-017823  
Division: 11

**Certificate of Title**

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on November 10, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

**LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN  
PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA.**

**A/K/A 1749 SE 19TH AVENUE POMPANO BEACH, FL 33062**

**THIS IS NOT AN  
OFFICIAL COPY**

Was sold to: ~~THE BANK OF NEW YORK MELLON~~ PKA ~~THE BANK OF NEW YORK~~, AS TRUSTEE FOR THE  
CERTIFICATE HOLDERS OF ~~CHABS INC.~~, ASSET-BACKED CERTIFICATES, SERIES 2007-3  
2900 N MADERA ROAD SIMI VALLEY, CA, 93065

Witness my hand and the seal of this court on November 22, 2011.



Howard C. Forman, Clerk of Circuit Courts  
Broward County, Florida

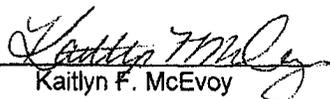
Total consideration: \$352,200.00  
Doc Stamps: \$2,465.40

**POWER OF ATTORNEY**

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, CHL, and CWALT, Inc. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK MELLON, as Trustee

Witness:

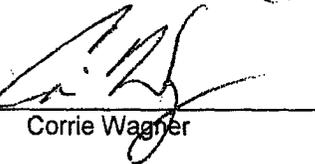
  
Kaitlyn F. McEvoy

By:



Diane Pickett  
Vice President

Witness:

  
Corrie Wagner

By:

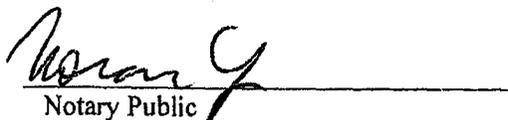


Mauro Palladino  
Managing Director

STATE OF: New York  
COUNTY OF: Queens

On the 6<sup>th</sup> day of May, 2009, before me Norman Yu, a Notary Public in and for said, personally appeared Diane Pickett, known to me to be as a Vice President, and Mauro Palladino, known to me be a Managing Director of the Bank of New York Mellon, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

  
Notary Public

Norman Yu  
NOTARY PUBLIC  
STATE OF NEW YORK  
Qualified in Queens County  
LIC# 01YU6183731  
COMM. EXP. 3-24-2012

The undersigned, a duly appointed and acting as Vice President of Bank of America Home Loans, Inc. (the "Corporation") certified on behalf of the Corporation as follows:

Pursuant to that certain Statement of Work (SOW) with Skyhill, Bank of America Home Loans, Inc. has contracted with Skyhill to manage and market properties located in all states that are owned or under the control of Bank of America Home Loans, Inc. As such, Skyhill is authorized to execute documents related to the sale of those properties. This certification creates no rights separate and apart from the Agreement.

I authorize the following individuals identified by the Corporation as duly elected or appointed, qualified and acting officers of the Corporation, to sign documents on Bank of America Home Loans, Inc.'s behalf.

Angela Hess  
Brad Covy  
Jack Covy  
Phillip Greenberg  
Tina Norder  
Valerie Kunimura

Skyhill is *not* authorized to execute a deed transferring title to a purchaser. The deed will require the signature of an authorized Bank of America official.

This certification shall remain in full force and effect from the date of signing until twelve months thereafter, or until the SOW expires.

In witness whereof, I have hereunto signed my name on this June 10, 2010.

Bank of America Home Loans, Inc.

By: 

Name: Clinton Alcorn  
Title: Vice President  
Date: June 10, 2010

Date: 04-04-12

Broker Name: STEVEN DAVID Office Ph: 9549130823  
 Cell Ph: 9549802643  
 Address: 1749 BLUE WATER TERRACE N Fax: 9545680041  
LAUDERDALE BY THE SEA FL 33062

Please consider this List Letter your authorization to list the above referenced property (hereinafter PROPERTY). This List Letter is issued pursuant to the terms and provisions of the Master Listing Agreement (MLA) you entered into with SkyhillREO. This List Letter shall be used for the sole purpose of defining the commencement of steps for marketing the PROPERTY and your commissions and any additional obligations provided hereunder with respect to the PROPERTY assigned by electronic referral to you the BROKER and to this extent only is incorporated as a part of your MLA. This List Letter shall not be construed to modify, amend, or alter the terms of the MLA.

Seller agrees to pay commission as follows: If the sales price is equal to or greater than \$50,001, the Cooperating Broker will received 3 % of the SALE PRICE OF THE PROPERTY. If the sales price is equal to or less than \$50,000 the Cooperating Broker will receive \$ 1,250.00.

Listing Broker will receive compensation per the following Listing Agent Commission Table:

Listing Agent Commission Table	Commission Paid
Sales Price	
\$0-\$50,000.	\$1,250. Less \$125 Transaction Fee
\$50,001-\$249,999	2% Less \$125 Transaction Fee
\$250,000-\$399,999	\$5,000. Less \$125 Transaction Fee
\$400,000-\$999,999	2% less \$2500. Less \$125 Transaction Fee
\$1,000,000- up	BANA to Determine Less \$125 Transaction Fee

Please note:

List Price 415800.00  
 Listing Period 04-04-12 07-03-2012 (See renewal information below)

All correspondence regarding the PROPERTY should include the REO number. Equator is the preferred method of communication regarding the PROPERTY and whenever possible will be used by both the BROKER and SkyhillREO representatives. This includes status reports, updates, communication and other documents.

**Property Management**

- a) **Personal Property Removal:** Broker, and the Broker's agents, representatives, employees, and contractors shall not remove any personal property from the Property under any circumstances without 1) SkyhillREO's prior express written approval, and 2) having provided SkyhillREO with a complete inventory and color, dated, and labeled photographs of all personal property. Broker shall be responsible for distinguishing personal property from debris or trash. Broker shall remove personal property and/or debris or trash strictly in accordance with SkyhillREO's written instructions and all applicable Laws.
- b) **Maintenance:** Normal property preservation to include weekly yard, maid and pool service as required in order for property to be clean and in marketable condition. Utilities should be turned on in your name, and paid through your office. Appropriate invoices for monthly yard and maid statements, utility bills, and other miscellaneous items are to be paid by your office and submitted to Skyhill for reimbursement, along with a copy of the check the bill was paid with, in accordance with the Agreement and the provisions in section 3 below. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information. If determined as a BAC Field Services Corporation state, please contact your Asset Manager or Premarketing Representative for direction.

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13

CIRCUIT COURT

2010 JUN -8 PM 2:44

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

FILED  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FLORIDA

THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
BENEFIT OF THE CERTIFICATEHOLDERS ASSET-  
BACKED CERTIFICATES, SERIES 2007-3S, SERIES  
2007-3,

Plaintiff,

vs. CASE NO. CACE-08-CA-017823  
DIVISION 14

SPACE FOR RECORDING ONLY  
F.S. 695.21

HANNELORE A. HEIDEN;  
Defendant(s)

~~THIS IS NOT AN~~  
FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE

IT IS ADJUDGED THAT:

1. Plaintiff THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE  
CERTIFICATEHOLDERS ASSET-BACKED CERTIFICATES, SERIES 2007-3S, SERIES 2007-3, CA6-  
920-02-21 2900 N MADERA ROAD, SIMI VALLEY, CA 93065 is due:

UNPAID PRINCIPAL BALANCE	\$597,855.78
INTEREST ON THE NOTE AND MORTGAGE FROM 8/1/2007 TO 6/8/2010	164,570.28
PRE-ACCELERATED LATE CHARGES THROUGH February 11, 2008	737.73
PROPERTY INSPECTIONS	\$25.00
TAXES	41,099.44
INSURANCE	50,987.53
BPO	285.00
TITLE SEARCH EXPENSES	0.00
TITLE EXAMINATION FEE	0.00

FILE\_NUMBER: F08011089

Serial: 13450141  
DOC\_ID: M002400



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FILING FEE	258.00
INVESTIGATION/SERVICE OF PROCESS	180.00
ATTORNEY'S FEE	1,300.00
TOTAL	<u>\$857,798.76</u>

That shall bear interest at the rate of 6% a year.

2. Plaintiff holds a lien for the total sum-superior to all claims, or estates of Defendant(s) on the following-described property in BROWARD County, Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 1749 SE 19TH AVENUE POMPANO BEACH, FL 33062

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property at a public sale on 10-6 2010 at 10:00AM, or as soon thereafter as the sale may proceed, to the highest bidder for cash, except as prescribed in paragraph 5 WWW.BROWARD.REALFORECLOSE.COM, THE CLERK'S WEBSITE FOR ON-LINE AUCTIONS

4. Plaintiff shall advance all subsequent costs of this and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court and the Clerk shall credit the Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus

120  
 DAY  
 SALE  
 DATE  
 PPT

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interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any amount remaining pending the further Order of this Court.

6. On filing the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

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

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

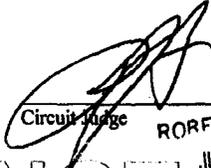
**If you are the property owner, you may claim these funds yourself. You are not required to have a**

lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, BROWARD County, 201 S.E. Sixth St Rm 230, Window 10, Fort Lauderdale, FL 33301, Phone: 954-831-5792, within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the Clerk has in the registry of the Court. If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, for assistance, you should do so as soon as possible after receipt of this notice.

8. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that a flat-rate attorney fee of \$1,300.00 is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE

PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985).

DONE AND ORDERED in Chambers, in BROWARD County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

  
Circuit Judge ROBERT I. FOGAN  
JUN 08 2010

Copies furnished to:  
Sabrina M. Moravecky, Esquire  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
All parties on the attached Service List

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**Service List**

HANNELORE A. HEIDEN  
1749 Se 19th Ave  
Pompano Beach, FL 33062

THIS IS NOT AN  
OFFICIAL COPY

BW

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IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS ASSET-BACKED CERTIFICATES, SERIES 2007-3S, SERIES 2007-3, Plaintiff,

vs.

CASE NO. DIVISION

08 17823 14

HANNELORE A. HEIDEN; THE UNKNOWN SPOUSE OF HANNELORE A. HEIDEN; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession Defendant(s)

To the above-named Defendant(s) and all others whom it may concern: You are notified of the institution of this action by the above-named Plaintiff against you, and against the mortgage recorded in Official Records Book 44078, Page 28, on the following property Florida: LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Dated this 22 day of April, 2008.

Florida Default Law Group, P.L. P.O. Box 25018 Tampa, Florida 33622-5018 (813) 251-4766

By: Brian R. Alvarez FLORIDA BAR NO. 43181 Joseph R. Rushing FLORIDA BAR NO. 0028365

COUNTRY-CONV B/C-B-Icrry

FILE\_NUMBER: F08011089

DOC\_ID: M000105



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**TOWN OF LAUDERDALE-BY-THE-SEA**

4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308  
Tel: (954) 776-0576  
Fax: (954) 776-1857

**APPLICATION FOR RELIEF FROM CODE ENFORCEMENT FINES OR LIENS**

\* No application will be accepted or processed unless all violations on the property have been placed in compliance by Code Enforcement

CASE # 10-KP-00373

TOWN OF LAUDERDALE-BY-THE-SEA vs. Hannelore Heiden  
(Name of Respondent(s) as listed)

NAME OF APPLICANT: (Print): Florida Professional Real Estate Inc. (Carolyn Russell and/ or Jon Russell and/ or Steven David)  
(Person to attend Hearing)

ADDRESS OF APPLICANT: 2737 E. Oakland Park Blvd. #203, Fort Lauderdale, FL 333096  
(Full mailing address)

PHONE NUMBER: 954-913-0823

ADDRESS OF PROPERTY: 1749 Blue Water Terrace, N. Lauderdale by the Sea, FL 33062  
(Where violation(s) existed)

NATURE OF VIOLATION: Failure to Pay Trash Bill

TOTAL AMOUNT OF FINE: ~~\$19,350.~~ \$57,750 (I.T.)

AMOUNT REQUESTING FINE BE REDUCED TO: \$5000

THIS PROPERTY CURRENTLY IS  IS NOT  (check one) INVOLVED IN LITIGATION

**All Applications for Relief (where applicable) MUST have the following documentation provided as part of the Application to be reviewed:**

1. A copy of the Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. A copy of the Foreclosure Complaint;
3. A copy of the Foreclosure Order, with the recording date, book and page shown;
4. A copy of the Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. A copy of the Certification of Lien Order, with the recording date, book and page shown;
6. A copy of the new Certificate of Title, with the recording date, book and page shown;
7. A copy of the Town's Final Order of Imposition of Fine; and
8. A copy of the Claim of Lien(s) with the recording date, book and page shown.

Please provide a copy of these requirements with all Applications for Relief.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

- A. The nature and gravity of the violation(s);
- B. Any actions you have taken to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs you expended to cure the violation(s), if supported by documentation;
- E. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
- F. Equitable considerations.

WHY RELIEF SHOULD BE GRANTED (This section must be completed and, at a minimum, should address the above factors): This lien is for property not paying for trash pick-up. Notice of original Violation was issued December 29, 2010. Certificate of Title was given to Bank of New Your 11/22/11 and recorded 12.2.11. The amount of time from the original Violation and compliance by the bank was 1 years and 3 months but the bank did not have control of the property until the past few months. Once we took over the property on behalf of the bank we advised them of this lien against the former owner. The bank was not in possession of the property at the time the violation and liens were put on the property. It was not the responsibility of the bank to bring the matter into compliance until they were in Possession of the Certificate of Title. Once the bank was in possession and the property assigned to us we were in contact with the City and code officer Touchette Torres and worked with her to bring this matter into compliance as soon as we could in a reasonable length of time. I'm sure by you having discussions with her she will advise you how we were doing everything to cooperate with the City. We also bring to your attention that the former owner had left personal belongings in the property and we had to take the time to go through the necessary procedures to try to contact her about the personal property in the dwelling. Certified /Registered and Return Receipt letters had to be sent out to former owner advising her that if possessions were not removed and release for the personal property was not returned possessions would be moved out. We received the signed Return Receipt but were not sent the release. Consideration was given to demolishing the building and then bids were obtained for the sewer hook-up and approval were given to hook up sewer and bring into compliance. This was the last item to be brought into compliance as we were attempting to get an answer from the City as to whether demolition would bring property into compliance on all matters. We were never given a proper answer from the City and therefore moved forward to bring each violation into compliance as quickly as they could be done. Expenses were incurred in the amount of \$362.58 to this matter into compliance. It is evident that all violation were during the time that former owner still owned the property and her negligence should be considered in relief of the fines we are requesting to be reduced since bank has been in possession for such a short time.

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(Attach additional pages if needed, along with any supporting documentation)

IF APPLICABLE:

Name Of Attorney/Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I CERTIFY THAT I am the current owner of the subject property or an Attorney for said owner, or that I am the legal representative for the property or otherwise authorized to act on behalf of the property owner in this matter.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Date

**(NOTE: Proof of such lawful authority or written authorization from the property owner must be provided by the applicant prior to this matter proceeding.)**



PO BOX 22796 FORT LAUDERDALE, FL 33435  
 Phone 954-623-6231 Fax 954-349-9483

INVOICE NO: 114-646336  
 ACCOUNT NO: 6977000  
 INVOICE DATE: 1/1/12  
 TOTAL ACCOUNT BALANCE: \$362.58

BILLING ADDRESS:	SERVICE ADDRESS:
HEIDEN HANNELORE A 1749 BLUE WATER TERR NORTH LAUDERDALE BY THE SEA, FL 33462	HEIDEN HANNELORE A 1749 BLUE WATER TERR NORTH LAUDERDALE BY THE SEA, FL 33062

Make Checks Payable to: Choice Environmental Services

AMT ENCLOSED: \$ \_\_\_\_\_

-----PLEASE DETACH HERE AND RETURN ABOVE PORTION WITH YOUR PAYMENT.-----

Acct # 6977000	Invoice # 646336	Invoice Date 1/1/12
----------------	------------------	---------------------

Service Address: 1749 BLUE WATER TERR NORTH LAUDERDALE BY THE SEA

DATE:	TICKET#:	PO#:	PRODUCT:	QTY:	UNIT S:	TOTAL:
01/01/2012			<b>HEIDEN HANNELORE A</b> <b>1749 BLUE WATER TERR NORTH</b> 14 GAL OFFICE PAPER	1.00	0.00	\$0.00
01/01/2012			96 GAL TRASH	1.00	14.79	\$14.79
01/01/2012			14 GAL RECYCLE	1.00	0.00	\$0.00
02/01/2012			14 GAL OFFICE PAPER	1.00	0.00	\$0.00
02/01/2012			14 GAL RECYCLE	1.00	0.00	\$0.00
02/01/2012			96 GAL TRASH	1.00	14.79	\$14.79
03/01/2012			14 GAL OFFICE PAPER	1.00	0.00	\$0.00
03/01/2012			96 GAL TRASH	1.00	14.79	\$14.79
03/01/2012			14 GAL RECYCLE	1.00	0.00	\$0.00
			Franchise Fee:			\$1.68

Invoice No.	Invoice Date	Unpaid Balance:	Subtotal:	\$46.05
425211	7/1/10	\$ 53.76	Finance Charge:	\$0.00
444086	10/1/10	\$ 53.76	Total Due:	\$46.05
470293	1/1/11	\$ 53.76	Due By:	2/1/12
494262	4/1/11	\$ 53.76		
522758	7/1/11	\$ 53.76		
609307	10/1/11	\$ 47.73		
646336	1/1/12	\$ 46.05		

**PAST DUE**

*Total Past Due: \$362.58*

IF ON AUTO PAY DO NOT THIS BILL.

CHOICE ENVIRONMENTAL APPRECIATES YOUR BUSINESS!  
 TERM NET 15 DAYS A SERVICE CHARGE OF THE ANNUAL PERCENTAGE OF 18% PER ANNUM (monthly rate is 1 1/2%)  
 WILL BE APPLIED ON ALL PAST DUE ACCOUNTS

2

TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
4501 N. OCEAN DRIVE  
Lauderdale-By-The-Sea, Florida 33308

BEFORE THE SPECIAL MAGISTRATE  
ORDER IMPOSING FINE/CERTIFICATE OF LIEN

TOWN OF LAUDERDALE-BY-THE-SEA,

Petitioner

v.

Case No. 10-KW-00373

Hannelore Heiden  
538 Riverside Drive  
Daytona Beach, FL 32117-3739

Respondent(s)

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The above referenced case was heard on February 16, 2011 and Respondent did not appear at the hearing. A Notice of Violation was issued on December 29, 2010 with a correction date of December 31, 2010. Compliance was not gained on December 31 2010. The Special Magistrate ordered that the Respondent be given Thirty (30) days from the hearing date to bring the property into compliance or a daily fine of Fifty (\$50.00) Dollars would be assessed. In addition, a One Hundred Fifty (\$150.00) Dollar Administrative Fee was imposed.

The property located at 1749 Blue Water Terrace North, Lauderdale-By-The-Sea, Florida, corresponding to Folio #9307-02-0020, legally described as:  
BEL-AIR ADD 33-5 B LOT 32

Has not been brought into compliance and a daily fine of Fifty (\$50.00) Dollars began to accrue on March 19, 2011 and continues to accrue until compliance is gained. The Final Order was mailed via Certified Mail on February 24, 2011. On May 4, 2011 Notice of Hearing for Imposition of Fine and Certification of Lien was sent via certified mail for the hearing date May 18, 2011. Respondent was not present.

Therefore, pursuant to Section 162.09, Florida Statutes, the Special Magistrate certifies as follows:

1 The Order of February 16, 2011 required the Respondent to bring the property into compliance Thirty (30) days from the hearing date or be assessed a daily fine of Fifty (\$50.00) Dollars plus a One Hundred Fifty (\$150.00) Dollar Administrative Fee.

2 The Respondent has not brought the violation into compliance and the daily fine of Fifty (\$50.00) Dollars began to accrue March 19, 2011. As of the May 18, 2011 Certification of Lien hearing, the daily fine has accrued to a total amount of Three Thousand and Fifty (\$3,050.00) Dollars plus a One Hundred Fifty (\$150.00) Dollar

(2)

RESPONDENT: Hannelore Heiden - CASE # 10-KW-00373 -  
PROPERTY ADDRESS: 1749 Blue Water Terrace North

Administrative Fee. The amount due and owing is Three Thousand Two Hundred (\$3,200.00) Dollars.

Therefore, Special Magistrate imposes and certifies fines for the daily fine of Fifty (\$50.00) Dollars that continues to accrue until compliance is gained plus a One Fifty Hundred (\$150.00) Dollar Administrative Fee.

3. That this Certification, together with the original Final Order, be recorded in the Public Records of the Office of the Clerk of the Circuit Court in and for Broward County, Florida. Pursuant to Section 162.09, Florida Statutes, these documents, once recorded, shall constitute a lien against the land on which the violation(s) exists, and upon any other real or personal property owned by Respondent.

4. If any person desires to appeal, pursuant to Section 162.11, Florida Statutes, such person will need a record of the proceedings which includes the testimony and evidence upon which the appeal is based.

Certification of Lien ordered at Lauderdale-By-The-Sea this 18th day of May, 2011.

THIS IS NOT AN

ATTEST:

OFFICIAL COPY

Special Magistrate of the  
Town of Lauderdale-By-The-Sea

BY: Colleen Tyrrell  
Colleen Tyrrell, Secretary of the Special Magistrate

BY: Gordon B. Linn  
Gordon B. Linn, Special Magistrate

( ) Personally known to me

Copies furnished to:

BAC HOME LOAN SERVICING, LP  
1800 TAPO CANYON ROAD  
MAIL ID# CA-6-914-01-43  
SIMI VALLEY, CA 93063

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

13th day of June, 2011  
June White, CMC Town clerk

FILE  
MAY 25 2011  
BY: C.T.

TOWN OF LAUDERDALE BY THE SEA  
MUNICIPAL CORPORATION OF FLORIDA  
CODE COMPLIANCE SPECIAL MAGISTRATE

CASE NUMBER: 10-KW-00373

TOWN OF LAUDERDALE BY THE SEA,  
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

Hannelore Helden  
538 Riverside Drive  
Daytona Beach, FL 32117-3739

RESPONDENT

FINAL ORDER

HEARING DATE: February 16, 2011

VIOLATION(S): Trash service suspended. Resume service with Choice Waste and keep active.  
CODE SECTION: 10-27

An Administrative hearing was held before the Special Magistrate on February 16, 2011. Set below are the findings of fact, conclusions of law and final order for the subject hearing.

FINDINGS OF FACT

The record indicates that the Respondent(s) owns certain real property located at:  
1749 Blue Water Terrace North, Lauderdale-By-The-Sea, FL 33062 and more particularly described as follows:

Tax Folio Number ( Property I.D. ): 9306-20-0380

At the hearing held on this matter on February 16, 2011 the Petitioner Town presented testimony by Code Compliance Officer Kimberly Williams concerning her personal knowledge of the existence of the subject violation(s), and entered into the record evidence of notice required under Chapter 162 Florida Statutes. Officer Williams said that she has made several attempts to contact the property owner and indicated that trash service was still suspended. The Respondent was not present at the hearing.

CONCLUSIONS OF LAW

Accordingly, based on the testimony and evidence referenced above, the Petitioner Town has met its burden of providing by substantial competent evidence that alleged violation(s) does in fact exist on the subject property but was not in compliance at or prior to the subject hearing.

ORDER

THEREFORE, BASED UPON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, THE UNDERSIGNED SPECIAL MAGISTRATE FINDS THE RESPONDENT(S) GUILTY OF VIOLATING: CODE SECTION 10-27.

Hannelore Heiden  
CASE NUMBER: 10-KW-00373

IN DETERMINING THE FINE AMOUNT TO BE IMPOSED, CONSIDERATION WAS GIVEN TO: (1) THE GRAVITY OF THE VIOLATION(S), (2) ANY ACTIONS TAKEN BY THE RESPONDENT(S) TO CORRECT THE VIOLATION(S); AND (3) ANY PREVIOUS VIOLATION(S) COMMITTED BY THE RESPONDENT(S).

FINALLY, THE PETITIONER, TOWN, VERIFIED THAT THE VIOLATION WAS NOT IN COMPLIANCE AT THE TIME OF THE HEARING.

THE SPECIAL MAGISTRATE ORDERS THAT THE RESPONDENT BE GIVEN THIRTY ( 30 ) DAYS FROM THE HEARING DATE TO BRING THE PROPERTY INTO COMPLIANCE. FAILURE TO ABATE THE VIOLATION WITHIN THE THIRTY ( 30 ) DAY TIMEFRAME, A FIFTY (\$50.00) DOLLAR FINE PER DAY WOULD COMMENCE. THE MAGISTRATE ALSO IMPOSED A ONE HUNDRED-FIFTY (\$150.00) DOLLAR ADMINISTRATIVE FEE.

THE TOWN MAY AVAIL ITSELF OF ALL LEGAL REMEDIES AVAILABLE TO IT, INCLUDING THE FORECLOSURE OF THE LIEN.

Done and Ordered this 16<sup>TH</sup> day of February, 2011 Lauderdale By The Sea, Florida.

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Gordon B. Linn, Special Magistrate

ATTEST:

*Colleen Tyrrell*  
Colleen Tyrrell, Secretary for the Special Magistrate

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

Cc to:

WITNESSED by my hand and official seal of the Town of Lauderdale-By-The-Sea, Florida

13<sup>th</sup> day of June, 2011  
*Janet White, CMC* Town clerk

Note: Please make your check payable to:

Town of Lauderdale-By-The-Sea

Please send your check to:

4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

FILE  
FEB 23 2011  
BY: *C.J.*

9  
ROBERT EMMERT

In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida

BANK OF NEW YORK  
Plaintiff  
VS.  
HEIDEN, HANNELORE A  
Defendant

CACE-08-017823  
Division: 11

Certificate of Title

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on November 10, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN  
PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA.

A/K/A 1749 SE 19TH AVENUE POMPANO BEACH, FL 33062

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Was sold to: THE BANK OF NEW YORK MELLON P/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATE HOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2007-3  
2900 N MADERA ROAD SIMI VALLEY, CA, 93065

Witness my hand and the seal of this court on November 22, 2011.



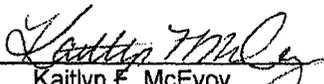
Howard C. Forman, Clerk of Circuit Courts  
Broward County, Florida

Total consideration: \$352,200.00  
Doc Stamps: \$2,485.40

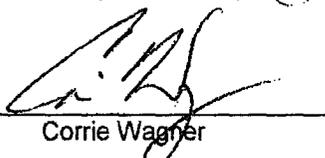
**POWER OF ATTORNEY**

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, CHL, and CWALT, Inc. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK MELLON, as Trustee

Witness:   
Kaitlyn F. McEvoy

By:   
Diane Pickett  
Vice President

Witness:   
Corrie Wagner

By:   
Mauro Palladino  
Managing Director

STATE OF: New York  
COUNTY OF: Queens

On the 6<sup>th</sup> day of May, 2009, before me Norman Yu, a Notary Public in and for said, personally appeared Diane Pickett, known to me to be as a Vice President, and Mauro Palladino, known to me be a Managing Director of the Bank of New York Mellon, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

  
Notary Public  
Norman Yu  
NOTARY PUBLIC  
STATE OF NEW YORK  
Qualified in Queens County  
LIC# 01YU6183731  
COMM. EXP. 3-24-2012

The undersigned, a duly appointed and acting as Vice President of Bank of America Home Loans, Inc. (the "Corporation") certified on behalf of the Corporation as follows:

Pursuant to that certain Statement of Work (SOW) with Skyhill, Bank of America Home Loans, Inc. has contracted with Skyhill to manage and market properties located in all states that are owned or under the control of Bank of America Home Loans, Inc. As such, Skyhill is authorized to execute documents related to the sale of those properties. This certification creates no rights separate and apart from the Agreement.

I authorize the following individuals identified by the Corporation as duly elected or appointed, qualified and acting officers of the Corporation, to sign documents on Bank of America Home Loans, Inc.'s behalf.

Angela Hess  
Brad Covy  
Jack Covy  
Phillip Greenberg  
Tina Norder  
Valerie Kunimura

Skyhill is *not* authorized to execute a deed transferring title to a purchaser. The deed will require the signature of an authorized Bank of America official.

This certification shall remain in full force and effect from the date of signing until twelve months thereafter, or until the SOW expires.

In witness whereof, I have hereunto signed my name on this June 10, 2010.

Bank of America Home Loans, Inc.

By: 

Name: Clinton Alcorn

Title: Vice President

Date: June 10, 2010

Date: 04-04-12

Broker Name: STEVEN DAVID Office Ph: 9549130823  
 Cell Ph: 9549802643  
 Address: 1749 BLUE WATER TERRACE N Fax: 9545680041  
LAUDERDALE BY THE SEA FL 33062

Please consider this List Letter your authorization to list the above referenced property (hereinafter PROPERTY). This List Letter is issued pursuant to the terms and provisions of the Master Listing Agreement (MLA) you entered into with SkyhillREO. This List Letter shall be used for the sole purpose of defining the commencement of steps for marketing the PROPERTY and your commissions and any additional obligations provided hereunder with respect to the PROPERTY assigned by electronic referral to you the BROKER and to this extent only is incorporated as a part of your MLA. This List Letter shall not be construed to modify, amend, or alter the terms of the MLA.

Seller agrees to pay commission as follows: If the sales price is equal to or greater than \$50,001, the Cooperating Broker will received 3 % of the SALE PRICE OF THE PROPERTY. If the sales price is equal to or less than \$50,000 the Cooperating Broker will receive \$ 1,250.00.

Listing Broker will receive compensation per the following Listing Agent Commission Table:

Listing Agent Commission Table	Commission Paid
Sales Price	
\$0-\$50,000.	\$1,250. Less \$125 Transaction Fee
\$50,001-\$249,999	2% Less \$125 Transaction Fee
\$250,000-\$399,999	\$5,000. Less \$125 Transaction Fee
\$400,000-\$999,999	2% less \$2500. Less \$125 Transaction Fee
\$1,000,000- up	BANA to Determine Less \$125 Transaction Fee

Please note:

List Price 415800.00  
 Listing Period 04-04-12 07-03-2012 (See renewal information below)

All correspondence regarding the PROPERTY should include the REO number. Equator is the preferred method of communication regarding the PROPERTY and whenever possible will be used by both the BROKER and SkyhillREO representatives. This includes status reports, updates, communication and other documents.

**Property Management**

- a) **Personal Property Removal:** Broker, and the Broker's agents, representatives, employees, and contractors shall not remove any personal property from the Property under any circumstances without 1) SkyhillREO's prior express written approval, and 2) having provided SkyhillREO with a complete inventory and color, dated, and labeled photographs of all personal property. Broker shall be responsible for distinguishing personal property from debris or trash. Broker shall remove personal property and/or debris or trash strictly in accordance with SkyhillREO's written instructions and all applicable Laws.
- b) **Maintenance:** Normal property preservation to include weekly yard, maid and pool service as required in order for property to be clean and in marketable condition. Utilities should be turned on in your name, and paid through your office. Appropriate invoices for monthly yard and maid statements, utility bills, and other miscellaneous items are to be paid by your office and submitted to Skyhill for reimbursement, along with a copy of the check the bill was paid with, in accordance with the Agreement and the provisions in section 3 below. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information. If determined as a BAC Field Services Corporation state, please contact your Asset Manager or Premarketing Representative for direction.

*BW*

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IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY,  
FLORIDA  
CIVIL ACTION

THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT  
OF THE CERTIFICATEHOLDERS ASSET-BACKED  
CERTIFICATES, SERIES 2007-3S, SERIES 2007-3,  
Plaintiff,

vs.

CASE NO.  
DIVISION

08 17823 14  
RECORDING ONLY 7-1-03

HANNELORE A. HEIDEN; THE UNKNOWN SPOUSE OF HANNELORE A. HEIDEN; ANY AND ALL  
UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED  
INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR  
OTHER CLAIMANTS; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being  
fictitious to account for parties in possession  
Defendant(s)

To the above-named Defendant(s) and all others whom it may concern:  
You are notified of the institution of this action by the above-named Plaintiff against you and to record a  
mortgage recorded in Official Records Book 44078, Page 28, on the following property in Broward County,  
Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT  
BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Dated this 22 day of April, 2008.

Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
(813) 251-4766

By: [Signature]  
Brian R. Alvarez  
FLORIDA BAR NO. 43181  
Joseph R. Rushing  
FLORIDA BAR NO. 0028365

COUNTRY-CONV B/C-B-Iccury

FILE\_NUMBER: F08011089

DOC\_ID: M000105



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FILED FOR RECORDING  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FL  
08 APR 23 4:08 PM '08  
CIRCUIT CIVIL

*JD*

13

CIRCUIT COURT

2010 JUN -8 PM 2:44

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

FILED  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FLORIDA

THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
BENEFIT OF THE CERTIFICATEHOLDERS ASSET-  
BACKED CERTIFICATES, SERIES 2007-3S, SERIES  
2007-3,

Plaintiff,

vs. CASE NO. CACE-08-CA-017823  
DIVISION 14

STACK FOR RECORDING ONLY  
P.S. 4955.26

HANNELORE A. HEIDEN;  
Defendant(s).

~~THIS IS NOT AN  
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FINAL SUMMARY JUDGMENT OF MORTGAGE FORECLOSURE

IT IS ADJUDGED THAT:

1. Plaintiff THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE

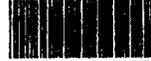
CERTIFICATEHOLDERS ASSET-BACKED CERTIFICATES, SERIES 2007-3S, SERIES 2007-3, CA6-

920-02-21 2900 N MADERA ROAD, SIMI VALLEY, CA 93065 is due:

UNPAID PRINCIPAL BALANCE	\$597,855.78
INTEREST ON THE NOTE AND MORTGAGE FROM 8/1/2007 TO 6/8/2010	164,570.28
PRE-ACCELERATED LATE CHARGES THROUGH February 11, 2008	737.73
PROPERTY INSPECTIONS	525.00
TAXES	41,099.44
INSURANCE	50,987.53
BPO	285.00
TITLE SEARCH EXPENSES	0.00
TITLE EXAMINATION FEE	0.00

FILE\_NUMBER: F08011089

Serial: 13450141  
DOC\_ID: M002400



*6*

FILING FEE	258.00
INVESTIGATION/SERVICE OF PROCESS	180.00
ATTORNEY'S FEE	1,300.00
<b>TOTAL</b>	<b>\$857,798.76</b>

That shall bear interest at the rate of 6% a year.

2. Plaintiff holds a lien for the total sum-superior to all claims, or estates of Defendant(s) on the following-described property in BROWARD County, Florida:

LOT 32, BEL-AIRE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A/K/A 1749 SE 19TH AVENUE COMPANO BEACH, FL 33062.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property at a public sale on ~~10-10~~ 2010 at 10:00AM, or as soon thereafter as the sale may proceed, to the highest bidder for cash, except as prescribed in paragraph 5 WWW.BROWARD.REALFORECLOSE.COM, THE CLERK'S WEBSITE FOR ON-LINE AUCTIONS

120  
 034  
 SALE  
 DATE  
 [Signature]

4. Plaintiff shall advance all subsequent costs of this and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the bid may be assigned without further Order of this Court and the Clerk shall credit the Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. On filing the Certificate of Title the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus

interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any amount remaining pending the further Order of this Court.

6. On filing the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) has not been discharged in bankruptcy or constructively served, together with additional attorney's fees, if appropriate.

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

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

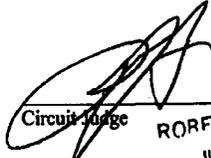
**If you are the property owner, you may claim these funds yourself. You are not required to have a**

lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of the Court, BROWARD County, 201 S.E. Sixth St Rm 230, Window 10, Fort Lauderdale, FL 33301, Phone: 954-831-5792, within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the Clerk has in the registry of the Court. If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact Coast to Coast Legal Aid of South Florida, Inc. - (954)736-2400, Florida Immigrant Advocacy Center - Miami Office (305)573-1106, Aid Service of Broward County, Inc. - (954)765-8950, for assistance, you should do so as soon as possible after receipt of this notice.

8. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that a flat-rate attorney fee of \$1,300.00 is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE

PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985).

DONE AND ORDERED in Chambers, in BROWARD County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

  
Circuit Judge ROBERT I. FOGAN  
JUN 08 2010

Copies furnished to:  
Sabrina M. Moravecky, Esquire  
Florida Default Law Group, P.L.  
P.O. Box 25018  
Tampa, Florida 33622-5018  
All parties on the attached Service List

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## Service List

HANNELORE A. HEIDEN  
1749 Se 19th Ave  
Pompano Beach, FL 33062

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Summary of Case History

Address 1749 Blue Water Terrace

Case # 10-KP-00373 Folio # 9307 02 0200

Violation: Failure to pay trash service

Ordinance: 10-27

1) NOV.

- Issued on: 12/29/2010 Correction Date: 12/31/2010
- Notification was provided via: Personal Services/Certified Mailing/Posting
- Complied (prior to correction date/after correction date) /Non-compliance

2) Hearing: Before Magistrate.

- Hearing Date: 2/16/2011 Time: 1:30 p.m.
- Notification was provided via: Personal Service/ Certified Mailing/Posting
- Magistrates Final Order: Bring property into compliance by March 19, 2011 or \$50.00 per day
- Complied with order /Non-compliance with order on: 2/1/2009

3) Certification of Lien Hearing:

- Hearing Date: 5/18/2011 Time: 1:30 p.m.
- Fees owed: Administrative: 150.00  
Fine: \$150.00 per day  
Total Amount owed: \$57,750
- Date recorded: 6/20/2011 Book & Page: 47987, 721-724

4) Number of days out of compliance after hearing 384

5) Owner was first notified on 12/29/2010

6) Personnel hours spent on this case 0

7) Expenses expended by the Town (i.e. postage, recording, etc.) \$57.86

Total the bank is requesting to pay 5,000 = 8.5 %