



AGENDA ITEM MEMORADUM

Development Services

Bud Bentley/Tuchette Torres

Department

~~Department~~ Director/Code Officer

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> August 21, 2012	August 13, 2012

*Subject to Change

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

SUBJECT TITLE: Application for Relief of Code Enforcement Lien at 2062 Ocean Mist Drive.

EXPLANATION: The owner of the residential property (Bank of New York Trustee) seeks relief (**Exhibit 1**) from two code enforcement liens placed on a property that was previously owned by Chris Smith. The Bank representative proposes the Town Commission approve a 100% reduction in the code lien and that the Bank pays only \$300 towards the Town's administrative costs.

The Town issued Notice of Violations to Mr. Smith on June 4, 2009 (no connection to sewer), and October 6, 2010 (illegally parked trailer). Each case was presented before the Special Magistrate and given time to comply or fine would commence. Mr. Smith removed the illegally parked trailer and the property was in compliance on that charge on April 15, 2011. The Bank took possession of the property in November 2011, connected the property to the sewer and brought the property into compliance on June 27, 2012. The following table provides a summary of the cases:

Table I- Summary Information

Case #	Violation	Special Magistrate Final order	Total Lien	Lien after Bank Ownership	Offered Settlement	Reduction Request	Days in Violation
09-KP-00703	Failure to connect to sewer	11-5-2009 or \$150 per day	\$144,600	\$35,500	\$ -0-	100%	964 (237) *
10-SG-00339	Illegally parked trailer	12-30-2010 or \$150 per day	\$15,750	\$-0-	\$ -0-	100%	105
		Total	\$160,350	\$35,000	\$ -0-	100%	

Note: * The number of days the Bank was out of compliance after they took possession of the property. The administrative costs incurred by the Town are approximately \$500, which includes the \$300 administrative fee ordered by the Special Magistrate, 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.

Ordinance 2005-08 requires all property within the Town to be connected to the sanitary sewer within ninety (90) days of the property being served by a sanitary sewer. State law and the Town Code consider this a health and safety violation.

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

The illegally parked trailer was removed prior to the Bank's possession.

The Bank took possession of the property in November 2011 and then proceeded to correct the sewer connection code violation. The Bank obtained a permit and connected the property to the sewer line in June 2012.

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

The violation was corrected 237 days after the Bank received the Certificate of Title.

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

\$3,898.72

E. 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 property was also cited for overgrown grass in 2010 and trash left on the swale in 2011. Both cases were closed before they went to a hearing (and before the Bank took possession of the property).

We believe that it is pertinent to note that the property received a break when the Special Magistrate levied a fine of \$150 per day. Section 20-16.(c).(4) of the code provides for the following penalties:

- | | |
|---|----------|
| a. Each day of violation, day 1—30 | \$50.00 |
| b. Each day of violation, day 31—60 | \$100.00 |
| c. Each day of violation, day 61 or greater | \$500.00 |

In their defense, we expect the Bank to note that the property has been vacant since approximately 30-days after they took possession and no wastewater was being generated at the property while they were arranging for the connection to the sewer line.



The Bank representative proposes the Town Commission approve a 100% reduction in the code lien and that the Bank pays only \$300 towards the Town’s administrative costs.

Table 2 – Possible Settlement Amounts

Case #	Violation	Total Lien	80% Reduction to:	Lien after Bank Ownership	80% Reduction to:	Days in Violation
09-KP-00703	Failure to connect to sewer	\$144,600	\$28,920	\$35,500	\$7,100	964 (237) *
10-SG-00339	Illegally parked trailer	\$15,750	\$3,150	-0-	-0-	105
		\$160,350	\$32,070	\$35,000	\$7,100	

RECOMMENDATION: The Commission generally entertains a relief no less than 20% of the total lien plus the Town’s administrative fees without the documentation of extenuating circumstances.

In this case, the Bank has not presented any mitigating facts to support their request for a 100% reduction in the code lien. In respond to our inquiry, the Bank advises that the tenant at the property was relocated approximately 30-days after they took procession so no wastewater was being generated at the property while they were arranging the connection to the sewer line.

We recommend the Bank pay at least \$7,100, which is 20% of the lien for the time they were the owner of the property plus the Town’s administrative costs of \$500 and that any lien mitigation approved by the Commission be contingency on being paid within 30-days.

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 # 09-147-00703

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

NAME OF APPLICANT: (Print): THOMAS DAY
(Person to attend Hearing)

ADDRESS OF APPLICANT: REMAX IN MOTION
(Full mailing address) 2301 E ATLANTIC BLVD, POMPANO BEACH, FL 33062

PHONE NUMBER: 954-895-2431

ADDRESS OF PROPERTY: 2062 OCEAN MIST DR AKA SE 17TH CT
(Where violation(s) existed)

NATURE OF VIOLATION: FAILURE TO CONNECT SANITARY SEWER

TOTAL AMOUNT OF FINE: \$144,750

AMOUNT REQUESTING FINE BE REDUCED TO: \$150.00

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):

THE PROPERTY IS NOW OWNED BY THE PLAINTIFS
LENDER, THROUGH FORECLOSURE ACTION. THE LENDER WAS NOT AWARE
OF THE SITUATION UNTIL 3/2/12. THEY BROUGHT THE PROPERTY INTO
COMPLIANCE IN A TIMELY FASHION.

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

IF APPLICABLE:

Name Of Attorney/Representative: Thomas Day, Realtor in Notice

Address: 2301 E Atlantic Blvd, Pompano Beach, FL 33062

Phone Number: 954-895-2431

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.



7/23/12

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.)

IN THE CIRCUIT COURT
BROWARD COUNTY, FLORIDA
CIVIL DIVISION

Case No. _____

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC.CHL
MORTGAGE PASS-THROUGH TRUST 2006-14,
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS
SMITH; MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC; BROWARD COUNTY, FLORIDA,
and UNKNOWN TENANTS/OWNERS,

Defendants.
_____ /

NOTICE OF LIS PENDENS

TO DEFENDANT(S):

CHRIS SMITH
UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY,
FLORIDA
UNKNOWN TENANTS/OWNERS
ALL OTHERS TO WHOM IT MAY CONCERN

You are notified of the institution of this action by Plaintiff against you seeking to foreclose a mortgage encumbering the following real property in Broward County, Florida:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

with a street address of 2062 SE 17TH COURT, POMPANO BEACH, FL 33062.

DATED: November 19, 2008.

/s/ Clay A. Holsinger

Clay A. Holsinger
Florida Bar No.: 0294330
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900 ext 1350
Attorneys for Plaintiff

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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Case No.

Plaintiff,

Division

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

COMPLAINT

Plaintiff, THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14, by and through its undersigned attorneys, sues Defendants, CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY, FLORIDA, and UNKNOWN TENANTS/OWNERS, and states:

GENERAL ALLEGATIONS

1. THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14, is the holder of the Note and Mortgage which are the subject of this suit.
2. Defendant(s), CHRIS SMITH, is/are the record owner(s) of the property sought to be foreclosed by the Plaintiff, and hold title to the property subject to the Mortgage described herein.
3. Defendants, UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY, FLORIDA, and UNKNOWN TENANTS/OWNERS, are persons and/or entities who have or may claim some right, title, interest, or lien in, to, or upon the Property described below.
4. On June 30, 2006, CHRIS SMITH, A MARRIED MAN, executed and delivered a Note, and a Purchase Money Mortgage securing the Note in favor of COUNTRYWIDE HOME LOANS, INC. The Mortgage was recorded on August 16, 2006 in Official Records Book 42602, Page 614, of the Public Records of Broward County, Florida. A copy of the Mortgage and

Promissory Note is attached hereto. Said Note and Mortgage were subsequently assigned and/or endorsed in favor of the Plaintiff. Said Assignment(s) and endorsements are attached hereto, and incorporated by reference herein.

5. Plaintiff now owns and is the holder of the Note and Mortgage.

6. A default exists under the Note and Mortgage as a result of a lack of payment of the installment due July 1, 2008, and all subsequent payments on the Note.

7. Plaintiff has, if required by the Note or Mortgage, demanded payment of the obligation reflected by the aforesaid Note and Mortgage, but despite such demand, said default has not been cured.

8. Plaintiff hereby accelerates all principal and interest under the Note and Mortgage to be immediately due and payable.

9. Plaintiff is due the sum of EIGHT HUNDRED THREE THOUSAND ONE HUNDRED FIFTEEN AND 48/100 Dollars (\$803,115.48) in principal under the Note and Mortgage, plus interest from June 1, 2008, title search expenses for ascertaining necessary parties to this action, unpaid taxes, insurance premiums, accumulated late charges, and inspection fees.

10. As a result of the default under the Note and Mortgage, it has become necessary for the Plaintiff to employ the undersigned attorneys to prosecute this action, and Plaintiff has agreed to pay such attorneys a reasonable fee for their services. Under the terms and provisions of the Note and Mortgage, Plaintiff is entitled to recover its reasonable attorney's fees in bringing this action. Plaintiff alleges that a reasonable attorney's fee in this matter would be \$1,250.00 and will seek an award of such amount in the event that a default judgment is entered against the Defendant. In the event that this matter is contested, Plaintiff intends to seek additional attorney's fees based upon the hours spent, services rendered and other reasonable factors.

11. Defendant(s), CHRIS SMITH, and/or UNKNOWN TENANTS/OWNERS, now own, possess, or have the right to possess the Property.

12. Defendant(s), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, may claim some interest in the subject property by virtue of a judgment, lien, or other instrument recorded on 03/05/2007 in Official Records Book 43695, Page 610, of the Public Records of Broward County, Florida. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

13. Defendant(s), UNKNOWN SPOUSE OF CHRIS SMITH, may claim some interest in the subject property by virtue of his/her marriage to "CHRIS SMITH" as a result of the spouse's potential homestead in the property.

14. Defendant(s), BROWARD COUNTY, FLORIDA, may claim some interest in the subject property by virtue of a judgment, lien, or other instrument recorded on 10/03/2000 in Official Records Book 30901, Page 1744, of the Public Records of Broward County, Florida. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

15. Defendant(s), UNKNOWN TENANTS/OWNERS, may claim some interest in the subject property by virtue of their possession of the property.

COUNT I
MORTGAGE FORECLOSURE

16. Plaintiff realleges and incorporates Paragraphs 1 through 15 of this Complaint.

17. This is an action to foreclose the first Mortgage on real property (the "Property") in Broward County, Florida, having a legal description as follows:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

with a street address of 2062 SE 17TH COURT, POMPANO BEACH, FL 33062, herein referred to as "the Property."

18. Under the terms of the Mortgage and in accordance with Florida law, Plaintiff is entitled to foreclosure of its Mortgage upon default in payment.

19. All conditions precedent to the enforcement of Plaintiff's right to foreclosure herein and the maintenance of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff requests that this honorable Court:

- (a) Take jurisdiction of the parties hereto and of the subject matter hereof;
- (b) Order that the lien of Plaintiff's Mortgage is a valid first lien on the Property described and is superior to any lien of record ;
- (c) Order foreclosure of the Mortgage, and that all Defendants named herein, their estates, and all persons claiming under or against them since the filing of the Notice of Lis Pendens, be foreclosed;
- (d) Determine the amount due Plaintiff under the Note and Mortgage sued upon herein;
- (e) Order that if said sum due Plaintiff is not paid in full within the time set by this Court, the Property be sold by Order of this Court to satisfy Plaintiff's claims;

(f) Order that if the proceeds from such court ordered sale are insufficient to pay Plaintiff's claim, then a deficiency judgment be entered for the remaining sum against all Defendants who have assumed personal liability for same and who have not received a discharge in bankruptcy;

(g) Order delivery and possession of the real property to the Purchaser, who shall be responsible for condominium or homeowner association assessments and other charges in accordance with §§718.116 and 720.3085, Florida Statutes (2007), respectively and upon proof of the demand or refusal of any Defendant to vacate and surrender such possession, and the clerk be directed to issue a writ of possession without further order of this Court;

(h) Retain jurisdiction of this cause and the parties hereto to determine Plaintiff's entitlement to a deficiency judgment and the amount thereof; and

(i) Grant such other and further relief as appears just and equitable under the circumstances.

COUNT II

ENFORCEMENT OF LOST INSTRUMENTS

20. This is an action to enforce lost instruments under §673.3091, Florida Statutes.

21. Paragraphs 1, 2, and 4 through 6 are hereby incorporated and made a part of this Count II.

22. The Note and Mortgage owned by Plaintiff, copies of which are attached to the Complaint, have been lost or misplaced.

23. Plaintiff was in possession of the Note and Mortgage at the time the Note and Mortgage were lost or misplaced, or Plaintiff has been assigned the right to enforce the lost or misplaced instruments by the entity which had possession at the time that the instruments were lost.

24. The loss of possession of the Note and Mortgage was not the result of a transfer by the Plaintiff or a lawful seizure.

25. Plaintiff cannot reasonably obtain possession of the instruments because the whereabouts of the instruments cannot be determined.

WHEREFORE, Plaintiff requests that this Court enter judgment in favor of Plaintiff establishing its right to enforce said instruments pursuant to §673.3091, F.S.

NOTICE UNDER FAIR DEBT COLLECTION PRACTICES ACT

Pursuant to Title 15 United States Code Section 1692, Plaintiff is providing the following notice:

- a) The amount of the debt is contained in this Complaint;
- b) The Creditor to whom the debt is owed is THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMB, INC.CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14;
- c) Unless this debt, or any portion thereof, is disputed within thirty days after receipt of this notice, the debt will be assumed to be valid by the Plaintiff;
- d) If a consumer notifies the undersigned in writing within the thirty day period that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt and a copy of such verification will be mailed to such consumer;
- e) Upon a consumer's written request within the thirty-day period, the undersigned will provide the consumer with the name and address of the original creditor, if different from the current creditor;
- f) This is an attempt to collect a debt, and any information obtained will be used for that purpose.

DATED: November 19, 2008.

/s/ Clay A. Holtsinger
Clay A. Holtsinger
Florida Bar No.: 0294330
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900 ext 1350
Attorneys for Plaintiff

286750.083775A/atk



4/22

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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

Case No. CACE08058517

Division 13

FINAL JUDGMENT FOR PLAINTIFF

THIS CAUSE having come before the Court on February 18, 2010, on Plaintiff's Motion for Summary Judgment of Foreclosure and Request for Award of Attorney's Fees, the Court having considered the pleadings and proofs filed herein, and having found that there is no genuine issue of any material fact and that the Plaintiff is entitled to such Judgment as a matter of law, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Summary Judgment of Foreclosure and Request for Award of Attorney's Fees is hereby granted.
2. The Court has jurisdiction over the subject matter hereof and the parties hereto, and the equities herein are with the Plaintiff. All necessary parties have been served, and proof of such service is in the court file.
3. The following sums are due the Plaintiff on the note and mortgage foreclosed herein:

Principal	\$803,115.48
Accrued Interest	\$70,984.23
Per diem interest at \$151.27 from 09/15/2009 to 02/18/2010	\$23,749.39
Pre-acceleration late charges	\$808.02
Escrow deficiency - Taxes	\$3,049.29
BPO	\$95.00
Property preservation and inspection	\$270.00
Subtotal - Amount due Plaintiff	\$902,071.41
Filing Fee	\$351.00
Title Search	\$325.00
Title Update	\$75.00
Service	\$680.00
Recording Fee	\$10.00
Plaintiff's Attorney's fees (flat rate agreement)	\$1,250.00
Subtotal - Fees and Costs	\$2,691.00
Total Due	\$904,762.41

The total amount due as set forth above shall bear interest at the note rate, or the rate provided by §55.03(1), F.S., from date of this Judgment until paid. The court finds, pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), that the number of hours expended by Plaintiff's counsel and the hourly rate charged are reasonable in light of the complexity of this cause, the result obtained, the degree of expertise necessary and the amount in controversy. The court finds, therefore, that the attorney's fees awarded to Kass, Shuler, Solomon, Spector, Foyle & Singer, P.A. are reasonable under Florida law.

4. Plaintiff holds a lien for the total sum specified in Paragraph 3, above, superior in dignity to any right, title, interest, or claims of any of the Defendants herein, upon the mortgaged property herein foreclosed, situated in Broward County, Florida, and described as follows:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN
PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

and commonly described as: 2062 SE 17TH COURT, POMPANNO BEACH, FL 33062; including the building, appurtenances, and fixtures located therein.

5. If the aforesaid total sum due the Plaintiff, plus interest thereon at the rate prescribed by law and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid, the Clerk of this Court shall sell all of the aforesaid property at public sale, at 11:00 a.m., on April 22, 2010, to the highest bidder for cash, except as set forth below, in Room 385 of the Broward County Courthouse, 201 SE 6th Street, Ft. Lauderdale, FL 33301, in accordance with Section 45.031, F.S. The sale shall not be held if Plaintiff or its agent is not present at the time of the sale.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if a party other than the Plaintiff is the purchaser of the property at sale. The successful bidder shall be required to pay any documentary stamps and court registry fees at the time of payment of the bid amount, except that if the Plaintiff shall be the purchaser at the sale, the Clerk shall credit the bid of Plaintiff with the total sum herein found to be due the Plaintiff, together with interest and costs accruing subsequent to this Judgment or such part thereof.

7. In the event that additional sums are expended by Plaintiff to protect its interest, including but not limited to real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff shall file an affidavit setting forth such expenditures and seek Court approval for any such expenditures.

8. After confirmation of the sale, whether upon issuance of the Certificate of Title or by Order of this Court ruling upon any objections to the sale, the Clerk shall make distribution of any proceeds of the sale, so far as they are sufficient, by paying: (a) First, all costs and expenses of these proceedings and subsequent to the entry of this Judgment, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale; (b) Second, the cost of Documentary stamps affixed to the Certificate of Title and registry fees, if applicable; (c) Third, Plaintiff's attorney's fees; and (d) Fourth, the total sum herein found to be due the Plaintiff, less the items paid, plus interest on the amount of this Judgment from this date to the date of the sale at the rate prescribed by law, retaining any surplus pending further order of this Court.

9. The purchaser of a condominium unit or of a home owner association property at the judicial sale scheduled herein shall be responsible for assessments and other charges in accordance with Florida Statutes §§718.116 and 720.3085, respectively.

10. Upon the Clerk filing the Certificate of Sale, the Defendants named herein, and any and all persons claiming by, through, under, or against any of the Defendants since the date of the filing of the Lis Pendens herein, are forever barred and foreclosed of and from any and all equity or right of redemption in and to the above described property. Upon issuance and filing of the Certificate of Title, the purchaser at the sale, its heirs, representatives, successors or assigns, shall be let into possession of said property without delay. The Clerk of the Court is hereby specifically authorized to issue a Writ of Possession for the premises located at 2062 SE 17TH COURT, POMPANO BEACH, FL 33062, and the Sheriff is hereby authorized to serve the Writ of Possession forthwith after issuance of the Certificate of Title upon further order of the Court.

11. The Court reserves jurisdiction of the parties and of this cause for the purpose of hearing such motions as the Plaintiff may file for: (a) a deficiency judgment against those parties who may be personally liable; (b) the issuance of a writ of possession; (c) determining the claims in and to any cash surplus that may be produced at the foreclosure sale; (d) awarding supplementary attorneys' fees; and (e) granting such other relief as may be appropriate.

12. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 10.0 hours were reasonably expended by Plaintiff's counsel, and that \$100.00 per hour for paralegals, and \$250.00 per hour for attorneys 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).

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 THIS FINAL JUDGMENT.

IF YOU ARE A 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, HOWARD C. FORMAN, 954-831-6565 OR 954-712-7899, 201 S.E. 6TH STREET, FT. LAUDERDALE, FL, 33301- 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 LEGAL AID SERVICE OF BROWARD COUNTY, INC-PLANTATION-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 LEGAL AID SERVICE OF BROWARD COUNTY, INC-PLANTATION-954-765-8950 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at the Broward County Courthouse, Ft. Lauderdale, Florida, this 18
day of February, 2010.

ROBERT J. FOGAN

CIRCUIT JUDGE

Conformed Copies furnished to:

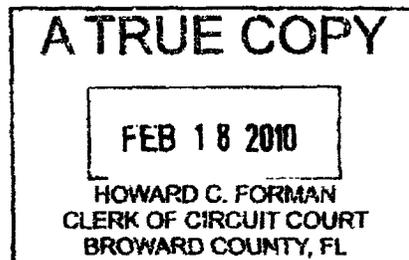
Edward B. Pritchard
Kass, Shuler, Solomon, Spector,
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P.O. Box 800
Tampa, Florida 33601
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
3300 S.W. 34th Ave., Suite 101
Ocala, FL 34474

CHRIS SMITH
UNKNOWN SPOUSE OF CHRIS SMITH N/K/A NADIA SMITH
17 VESPER LANE
NANTUCKET, MA 02554

MAYA A. MOORE
115 SOUTH ANDREWS AVENUE, SUITE 423
FORT LAUDERDALE, FL 33301
Attorney for Defendant BROWARD COUNTY, FLORIDA

UNKNOWN TENANTS/OWNERS N/K/A KIRSTINA ZORBA
2062 SE 17TH COURT
POMPNAO BEACH, FL 33062



CFN # 109313577, OR BK 47063 Page 1049, Page 1 of 4, Recorded 05/05/2010 at 02:15 PM, Broward County Commission, Deputy Clerk 1037

3

**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-00703

**CHRIS SMITH
2062 S.E. 17TH COURT
Lauderdale-By-The-Sea, FL 33062**

Respondent(s).

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 2062 S. E. 17th Court, Lauderdale-By-The-Sea, Florida, corresponding to Folio # 9307-01-0200, legally described as:
BEL-AIR ISLE 32 - 10 B LOT 19 BLK 1

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 and a signed return receipt was received. On March 3, 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

CFN # 109313577, OR BK 47063 PG 1050, Page 2 of 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:

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

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

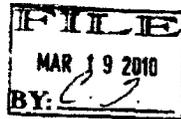
BY: Gordon B. Linn
Gordon B. Linn, Special Magistrate

() Personally known to me

Copies furnished to:

CHRIS SMITH
2062 S.E. 17TH COURT
Lauderdale-By-The-Sea, FL 33062

Clay Holstinger PA / for C Smith
P. O. Box 800
Tampa, FL 33601



Page 2 of 2

CFN # 109313577, OR BK 47063 Page 1049, Page 1 of 4, Recorded 05/05/2010 at 02:15 PM, Broward County Commission, Deputy Clerk 1037

3

**TOWN OF LAUDERDALE BY THE SEA
MUNICIPAL CORPORATION OF FLORIDA
4501 N. OCEAN DRIVE
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2062 S.E. 17TH COURT
Lauderdale-By-The-Sea, FL 33062**

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CFN # 109313577, OR BK 47063 PG 1050, Page 2 of 4

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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:

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

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

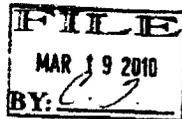
BY: Gordon B. Linn
Gordon B. Linn, Special Magistrate

() Personally known to me

Copies furnished to:

CHRIS SMITH
2062 S.E. 17TH COURT
Lauderdale-By-The-Sea, FL 33062

Clay Holstinger PA / for C Smith
P. O. Box 800
Tampa, FL 33601



Page 2 of 2

CFN # 109313577, OR BK 47063 PG 1051, Page 3 of 4

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

CASE NUMBER: 09-KP-00703

TOWN OF LAUDERDALE BY THE SEA,
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

**CHRIS SMITH
17 VESPER LANE
NANTUCKET, MA 02554**

RESPONDENT

FINAL ORDER

HEARING DATE: August 5, 2009

VIOLATION(S): Failure to connect to the sanitary Sewer System.

CODE SECTION: 20-16

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 2062 S. E. 17th Court, Lauderdale-By-The-Sea, FL 33062 and more particularly described as follows:

Tax Folio Number (Property I.D.): 9307-01-0200

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 4, 2009 with a compliance date of July 5, 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. Officer Parker said that she received a phone call from Mr. Smith advising that the bank foreclosed on the home and that the bank owned the property. Officer Parker said that the Broward County Property Appraiser still shows Mr. Smith as the property owner. 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.

CFN # 109313577, OR BK 47063 PG 1052, Page 4 of 4

Page 2.
CHRIS SMITH CASE NUMBER: 09-KP-00703

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.

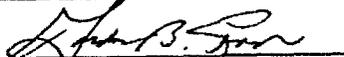
IN DETERMINING THE FINE AMOUNT TO BE IMPOSED, CONSIDERATION WAS GIVEN TO: (1) THE GRAVITY OF THE VIOLATION(S), (2) ANY ACTIONS TAKEN BY THE RESPONDENT(S) TO CORRECT THE VIOLATION(S); AND (3) ANY PREVIOUS VIOLATION(S) COMMITTED BY THE RESPONDENT(S).

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

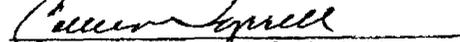
THE SPECIAL MAGISTRATE ORDERS THAT THE RESPONDENT BE GIVEN NINETY (90) DAYS FROM THE HEARING DATE TO BRING THE VIOLATION INTO COMPLIANCE. FAILURE TO ABATE THE VIOLATION WITHIN THE NINETY (90) DAY TIMEFRAME, A ONE HUNDRED FIFTY (\$150.00) DOLLAR FINE PER DAY WOULD COMMENCE. THE MAGISTRATE ALSO IMPOSED 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 5th day of August, 2009 Lauderdale By The Sea, Florida.


Gordon B. Linn, Special Magistrate

ATTEST:


Colleen Tyrrell, Secretary for the Special Magistrate

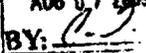
Cc to: N/A

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: 

CFN # 109313577, OR BK 47063 PG 1051, Page 3 of 4

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

CASE NUMBER: 09-KP-00703

TOWN OF LAUDERDALE BY THE SEA
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

CHRIS SMITH
17 VESPER LANE
NANTUCKET, MA 02554

RESPONDENT

FINAL ORDER

HEARING DATE: August 5, 2009

VIOLATION(S): Failure to connect to the sanitary Sewer System.

CODE SECTION: 20-16

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: 2062 S. E. 17th Court, Lauderdale-By-The-Sea, FL 33062 and more particularly described as follows:

Tax Folio Number (Property I.D.): 9307-01-0200

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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.

CFN # 109313577, OR BK 47063 PG 1052, Page 4 of 4

CHRIS SMITH CASE NUMBER: 09-KP-00703	Page 2
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ORDER

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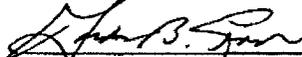
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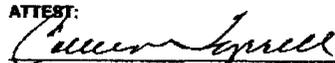
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THE TOWN MAY AVAIL ITSELF OF ALL LEGAL REMEDIES AVAILABLE TO IT, INCLUDING THE FORECLOSURE OF THE LIEN.

Done and Ordered this 5TH day of August, 2009 Lauderdale By The Sea, Florida.


 Gordon B. Linn, Special Magistrate

ATTEST:

 Colleen Tyrrell, Secretary for the Special Magistrate

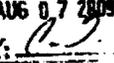
Cc to: N/A

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: 

CFN # 110363630, OR BK 48287 Page 112, Page 1 of 1, Recorded 11/04/2011 at 03:39 PM, Broward County Commission, Doc. D \$2377.20 Deputy Clerk 3110

9

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

BANK OF NEW YORK
Plaintiff
VS.
SMITH, CHRIS : MORTGAGE ELECTRONIC : BROWARD CTY FL
Defendant

CACE-08-058517
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 October 18, 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 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN
PLAT BOOK 12, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA,
and commonly described as: 2862 SE 17TH COURT, POMPANO BEACH, FL 33062; including the building,
appartenances, and fixtures located therein.**

Was sold to: THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWBMS, INC.CHIL
MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2006-14
7105 CORPORATE DRIVE PLANO, TX, 75024

Witness my hand and the seal of this court on November 01, 2011.



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

Total consideration: \$339,600.00
Doc Stamps: \$2,377.20

CIRCUIT CIVIL 2011 NOV 01 AM 8:22 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.

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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

Case No. CACE08058517

Division 13

NOTICE OF SALE

Notice is hereby given, pursuant to Final Judgment of Foreclosure for Plaintiff entered in this cause on February 18, 2010, in the Circuit Court of Broward County, Florida, I will sell the property situated in Broward County, Florida described as:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

and commonly known as: 2062 SE 17TH COURT, POMPANO BEACH, FL 33062; including the building, appurtenances, and fixtures located therein, at public sale, to the highest and best bidder, for cash, in Room 385 of the Broward County Courthouse, 201 SE 6th Street, Ft. Lauderdale, FL 33301,, on April 22, 2010 at 11:00 a.m..

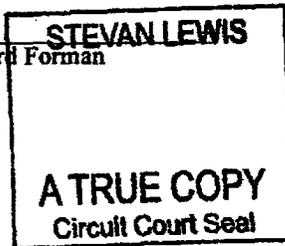
Any persons claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within 60 days after the sale.

Dated this 18 day of February, 2010.

Clerk of the Circuit Court

By:

Howard Forman



Invoice to:

Edward B. Pritchard
(813) 229-0900 x1309
Kass, Shuler, Solomon, Spector, Foyle & Singer, P.A.
P.O. Box 800
Tampa, FL 33601-0800

Please fax a first insertion and costs of publishing to 813-229-3323, Attention: Foreclosure Department.

PLEASE PUBLISH THE ABOVE IN:
Broward Daily Business Review

286750.083775A/edr



3/03/100643



Duration calculation results

From and including: **Friday, November 6, 2009**
To, but not including: **Friday, March 2, 2012**

It is **847** days from the start date to the end date, but not including the end date

Or 2 years, 3 months, 25 days excluding the end date

Alternative time units

847 days can be converted to one of these units:

- 73,180,800 seconds
- 1,219,680 minutes
- 20,328 hours
- 121 weeks

Make a new calculation

- Apply time duration calculation
- Use calculation between two other dates
- Make calculation with both dates not included



Copyright © Time and Date 2010-2012. All rights reserved.

847 x \$150 = \$127,050
 plus \$150 admin fee =
 \$127,200 as of
 today's date

T. Torres

3.2.12



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Tuchette Torres
Town of Lauderdale-By-The-Sea
Code Compliance Inspector

4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308
Phone: 954.640.4220 • Fax: 954.640.4211 • Mobile: 754.244.4778
TuchetteT@LBTS-FL.Gov • www.LBTS-FL.Gov

FORT LAUDERDALE • WEST PALM BEACH
PORT ST. LUCIE • HOMESTEAD • CLEARWATER • JACKSONVILLE • ATLANTA

2505 W Chandler Blvd.
Chandler, AZ 85224
(480) 224-5280
Jenny2.harris@bankofamerica.com

Date: 11/8/11

To Whom It May Concern,

Thomas Day is a Real Estate Agent hired with Bank of America Home Loans. As an Agent he/she is authorized to obtain all outstanding liabilities (i.e.: Utility Bills, HOA Statements) on the REO foreclosed properties that are in our servicing portfolio.

Sincerely,

Carolyn Galante

Assistant Vice President

Bank of America Home Loans, Real Estate Management

01-10-2012

TOM DAY
2301 E Atlantic Blvd
Pompano Beach FL 33062
9545483700
9548952431

Re: REO #: 00829902
Prop Address: 2062 SE 17TH COURT
POMPANO BEACH FL 33062

Dear TOM DAY,

This letter (and all amendments, exhibits, and attachments hereto) constitute a "List Letter" issued by Bank of America, N.A. ("Bank of America Home Loans" or "Seller") pursuant to the terms and provisions of the Master Listing Agreement ("Agreement") that Broker entered into Bank of America Home Loans. This Agreement is hereby incorporated by reference into each List Letter. The provisions of the Agreement and this List Letter shall be given consistent meanings to the fullest extent possible. If any provisions of the Agreement contradict any provisions of this List Letter, then the provisions of the Agreement shall control. Any terms that are capitalized and not defined herein shall be given the meanings, if any, provided in the Agreement. You will be referred to herein as "Broker." This List Letter is Broker's authorization to list the property on behalf of Bank of America Home Loans in accordance with the Agreement and the following terms:

List Price: \$ 469900.00
Listing Period: - 01-10-2012 - 04-09-2012
Commission Total: 5.25 %, or Min. \$ 3000.00
Commission split as follows:
2.25 %, or \$ 1500.00 whichever is greater, less \$125 for Transaction Fee to Listing Agent
3.00 %, or \$ 1500.00 whichever is greater, to Selling Agent
Concessions: \$ 0
Repairs: \$ 0
Title/Escrow Co. LND - Title 0000000000
Title Order Number:
Closing Co./Atty.: Landsafe National default Servicing
Special Provisions: Agent is authorized up to \$1000 for curb appeal to meet neighborhood standard during listing period. Please turn on all utilities.

IMPORTANT BAC HOME LOANS LISTING GUIDELINES

1. **MLS Procedures :** All listings are to be placed in the MLS [where applicable] and in accordance with your local board. Please submit a copy of the initial MLS to your Bank of America Asset Manager. Remember to identify all incoming calls and correspondence with the Bank of America Home Loans REO ID number and remind escrow, title companies, etc. to do the same. Approved MLS Comments - All MLS comments should include the following:

- Property description (selling highlights)
- Bank of America Prequalification required on all offers
- Please allow 2-3 business days for seller response (NOTE: use if space allows)
- Prohibited MLS Comments – The following information should not be included in the MLS:
- Lock box codes
- Gate codes

- Non-Bank of America affiliated lenders

2. 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 either Bank of America Home Loans or 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 Bank of America Home Loans 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.

3. Repairs: Please ensure that any repairs are completed quickly and in a workman-like fashion. Photos of completed repairs are required prior to payment of a contractor's invoice. Repairs exceeding \$1000 must be completed by a state licensed contractor. No exceptions will be permitted. If repairs of \$1000 or more are completed by one vendor, the "Release of Lien" is to be signed off by the Broker and contractor and submitted along with the contractor's invoice. (Please reference the Broker Guidelines to locate this form). In the event that repairs are extensive, please notify your Asset Manager for further instruction. Send invoices directly to this office for payment of repairs. Each contractor will need a W-9 on file with Bank Of America AC in order to be paid. Be sure to include the vendor's tax identification number or social security number as well as the Bank of America REO number on the invoice. Broker is to inspect all completed work, provide photos, sign off that the work has been completed in a workman-like fashion and send for reimbursement. If you have any questions regarding repairs, please call the Asset Manager assigned to the above referenced property. Upon completion of repairs, please submit all invoices to BAC invoice management system.

4. Reporting: Please provide a status report on a monthly basis, prior to the 8th of the month, detailing the quantity and quality of traffic (brokers and buyers), your marketing efforts (advertising, open houses, flyers, etc.), new listings and sales in area and any recommendation you may feel will assist in marketing the Property. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

5. Offers: Initial Offers –

- All offers and negotiation must be submitted via Equator with the terms accurately noted.
- Buyers are to be prequalified by Bank of America Home Loans prior to submitting an offer to purchase. Offers received without this prequalification, exclusive of cash purchases, will not be addressed.
- Buyers are not required to obtain financing from Bank of America Home Loans but may obtain financing from any source. However, Lender prequalification is required on all offers and evidence must be provided that credit and debt-to-income has been reviewed and that buyer qualifies said loan program.

NOTE: The above pre-approval requirement will be waived only if the prospective purchaser does not want a loan contingency. If the buyer decides not to be pre-approved by Bank of America Home Loans, there will be no loan contingency in the purchase contract and the earnest money deposit becomes non-refundable upon the expiration of the inspection period. Buyers are not required to obtain financing from Bank of America to purchase the Property. You can locate your local Bank of America Home Loans branch by calling 800-877-LOAN (5626).

Negotiation of terms will be communicated via the offer worksheet.

Final/Accepted Offers –

- Once terms of agreement have been reached, those terms are to be inserted into the Bank of America Real Estate Purchase Addendum by you, the listing agent, for buyers' signature
- When signed and initialed by buyer(s), submit via Equator, agency contract, Bank of America Real Estate Purchase Addendum and Mold Disclosure to the Asset Manager for signature and processing

NOTE: It is your responsibility to make sure all sections of the Bank of America addendum are completed properly, initialed and signed. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

6. Listing Renewal: No less than two weeks prior to expiration of listing, please provide us with an updated BPO and any renewal will be additional information you deem relevant to any marketing plan. Bank of America may decide to renew the listing, and any based on Broker's performance and Broker's compliance with the Agreement, this List Letter, and Broker requirements. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

7. Closing: Bank of America reserves the right to select the closing agency unless otherwise required by law. Time is of the essence with respect to all dates specific in the agreement and addenda. Your availability to resolve inconsistencies is imperative. If closing proceeds are not wired to Bank of America, then the following procedures must be followed: A) Broker must provide Bank of America Home Loans with an ESTIMATE OF ALL OUTSTANDING CLOSING BILLS AT LEAST twenty-four (24) HOURS BEFORE CLOSING, and B) upon closing Broker must submit to Bank of America Home Loans copies of the final closing statement and the closing check, and the originals must be sent by overnight mail to Bank of America Home Loans, addressed to the Asset Manager, at REO Marketing Dept., 400 Bank of America Way, SV30M, SimiValley, CA 93065. Broker shall turn off all utilities and discontinue maintenance/yard service as of the closing date. If the sale of the Property involves a hold-back of Bank of America Home Loans's funds, in whatever amount and whether for utilities, liens or any other items, Broker is responsible for providing Bank of America Home Loans and the closing agent with copies of all final bills, releases of liens and/or documentation and taking all other steps necessary to ensure the release of the hold-back funds to Bank of America Home Loans within fourteen (14) days from the closing date. Any bills which have accumulated and have not been paid by Bank of America Home Loans must be submitted to Bank of America Home Loans no later than thirty (30) days of closing. Please see section 3 above, and refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

8. 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) Seller's prior express written approval, and 2) having provided Seller with a complete inventory and color, dated, and labeled photographs of all personal property. Broker shall remove personal property and/or debris or trash strictly in accordance with Seller's written instructions and all applicable Laws. Broker shall be responsible for distinguishing personal property from debris or trash. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

9. Termination of Listing: This List Letter is effective as of the date stated on page one hereof, and shall remain in full force and effect until terminated by Seller or Broker upon written notice. Seller may in its complete and sole discretion terminate this List Letter at any time with or without cause, and without payment of any compensation. Upon such termination neither party hereto shall have any further obligation hereunder except for the obligations indicated in the Agreement that survive termination.

10. Miscellaneous: Broker's marketing of the Property or acceptance of any commission from the sale of the Property shall be deemed an acceptance of all of the terms of this List Letter and the Agreement. If any provision of this List Letter is invalid, illegal, or determined to be unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein

**AMENDMENT
TO
LIST LETTER
RE: COMMISSIONS ON NSP TRANSACTIONS**

This Amendment No. 1, dated 1-10-2012, (the "Amendment"), to the "List Letter" issued by Bank of America, N.A. ("Bank of America Home Loans") pursuant to the terms and provisions of the Master Listing Agreement that Broker entered into with Countrywide Home Loans, Inc., which was subsequently assigned to Bank of America Home Loans (the "Agreement"). Any reference to "Broker" herein shall be the Listing Agent as defined in the Agreement. Capitalized terms used and not defined herein shall have the meaning set forth in the Agreement.

WHEREAS, the Agreement is hereby amended with respect to the calculation of the Commissions payable to the Listing Agent under the terms of the List Letter for REO properties sold to a government entity ("NSP Recipient") under the Neighborhood Stabilization Program ("NSP") authorized under Title III of the Housing and Economic Recovery Act of 2008;

NOW, THEREFORE, the List Letter shall be amended as follows:

"Any REO property sold to an NSP Recipient prior to or within 7 days after the property has been listed on the MLS shall be subject to a listing agent commission equal to \$875.00. less \$125.00 transaction fee."

If you have any questions regarding the above information please, contact me at 8055786335
Sincerely,

DANIEL YI
Asset Manager
REO Marketing

General Information							Timeline	5
Property Address	2062 SE 17th Court			Unit #		Utilities	REO ID	00829902
City	Pompano Beach	State	FL	Zip Code	FL	Supplier Name	The Home Depot	Order #
Permits Req?		Agent Name	Tom Day			Contractor Name	The Home Depot	
Lockbox Code		Agent Phone	(954) 895-2431			Contractor Phone		
Gate Code		Agent Email	tomdayremax@gmail.com			Contractor Email	BOAREO@homedepot.com	

Interior

Appliances	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Cooktop/Wall Oven					
Dishwasher					
Garbage Disposal					
Microwave/Hood					
Oven/Stove					
Other					
Carpentry	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Cabinets					
Countertops					
Closet Doors					
Interior Doors					
Molding					
Hardware					
Windows					
Stairs/Handrails					
Other					
Drywall	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Drywall					
Other					
Electrical	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Breakers					
CO2 Detectors					
Electric Radiators					
GFCI Outlets					
Outlets/Switches					
Smoke Detectors					
Wiring					
Other					

Fixtures	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Ceiling Fans					
Lighting					
Mirrors					
Other					
Flooring	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Carpet					
Ceramic					
Hardwood					
Tile					
Vinyl					
Other					
Heating/Air	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Air Conditioner					
Boiler/Furnace/Oil tank					
Duct					
Heater					
Thermostat					
Other					
Paint	Full / Partial	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Cabinets					
Ceiling					
Entire Home					
Walls					
Wallpaper Removal					
Other					
Plumbing	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Bathtub					
Exterior	Repair	Plumbing work to tie home into City municipal sewer line. Abandon existing septic tank. Pump out existing waster. Back fill tank with clean fill and get health inspector OK . Run new sewer line and tie into city sewage.	Abandon Septic tank ; Pump out Septic Tank; Fill Septic Tank with clean fill; Approximately 40ft of digging & backfill; Run new sewer line to tie in into city sewer connection; INCLUDED: Material, Labor, Permit Fee	1	\$3,898.72
Interior Pipes					
Pressure Test					
Showers					
Shower Head					
Sinks/Faucets					
Toilets					

Water Heater				
Water Heater Strap				
Other		Sewer connection Capital recovery fee and Building permit fees	INCLUDED SEE ABOVE	1

Exterior

Debris Removal	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Exterior					
Fencing					
Hazard					
Interior					
Sales Cleanup					
Other					
Environmental	Lender Required	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Initial Testing					
Remediation					
Clearance Testing					
Renovation, Repair & Painting					
Termite/ Pest Insp. Certificate					
Other					
Exterior	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Decking					
Doors					
Garage Door					
Lighting					
Paint Partial					
Power Wash					
Siding					
Paint Entire House					
Other					
Landscape	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Shrub Trimming					
Sod					
Snow Removal					
Sprinkler System					
Tree Removal, Trimming					
Upgrade Landscape					
Other					

Pool	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Cover					
Drain					
Equipment					
Maintenance					
Secure					
Spa					
Other					
Roof	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Certificate					
Flashing					
Gutters					
Repair Leak					
Replace					
Tarping					
Other					
Structural	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal
Demo					
Engineering Insp					
Epoxy					
Foundation					
Masonry					
Other					
Code Violation	Repair / Replace	Detailed Description	Supplier Comments	Qty / Sq Ft	Subtotal

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-SG-00339

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

NAME OF APPLICANT: (Print): THOMAS DAY
(Person to attend Hearing)

ADDRESS OF APPLICANT: REMAX IN MOTION
(Full mailing address) 2301 E ATLANTIC BLVD, POMPANO BEACH, FL 33062

PHONE NUMBER: 954-895-2431

ADDRESS OF PROPERTY: 2062 OCEAN MIST DR AKA SE 17TH CT
(Where violation(s) existed)

NATURE OF VIOLATION: Illegally Parked RV

TOTAL AMOUNT OF FINE: \$15,900

AMOUNT REQUESTING FINE BE REDUCED TO: \$150.00

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):

THE PROPERTY IS NOW OWNED BY THE PLAINTIFS
LENDER, THROUGH FORECLOSURE ACTION. THE LENDER WAS NOT AWARE
OF THE SITUATION UNTIL 3/2/12. THEY BROUGHT THE PROPERTY INTO
COMPLIANCE IN A TIMELY FASHION.

(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.

Date: 11/8/11

To Whom It May Concern,

Thomas Day is a Real Estate Agent hired with Bank of America Home Loans. As an Agent he/she is authorized to obtain all outstanding liabilities (i.e.: Utility Bills, HOA Statements) on the REO foreclosed properties that are in our servicing portfolio.

Sincerely,

CAROLIN GALANTE

Assistant Vice President

Bank of America Home Loans, Real Estate Management

400 National Way
Simi Valley CA 93065

01-10-2012

TOM DAY
2301 E Atlantic Blvd
Pompano Beach FL 33062
9545483700
9548952431

Re: REO #: 00829902
Prop Address: 2062 SE 17TH COURT
POMPANO BEACH FL 33062

Dear TOM DAY

This letter (and all amendments, exhibits, and attachments hereto) constitute a "List Letter" issued by Bank of America, N.A. ("Bank of America Home Loans" or "Seller") pursuant to the terms and provisions of the Master Listing Agreement ("Agreement") that Broker entered into Bank of America Home Loans. This Agreement is hereby incorporated by reference into each List Letter. The provisions of the Agreement and this List Letter shall be given consistent meanings to the fullest extent possible. If any provisions of the Agreement contradict any provisions of this List Letter, then the provisions of the Agreement shall control. Any terms that are capitalized and not defined herein shall be given the meanings, if any, provided in the Agreement. You will be referred to herein as "Broker." This List Letter is Broker's authorization to list the property on behalf of Bank of America Home Loans in accordance with the Agreement and the following terms:

List Price: \$ 469900.00
Listing Period: - 01-10-2012 - 04-09-2012
Commission Total: 5.25 %, or Min. \$ 3000.00
Commission split as follows:
2.25 %, or \$ 1500.00 whichever is greater, less \$125 for Transaction Fee to Listing Agent
3.00 %, or \$ 1500.00 whichever is greater, to Selling Agent
Concessions: \$ 0
Repairs: \$ 0
Title/Escrow Co. LND - Title 0000000000
Title Order Number:
Closing Co./Atty.: Landsafe National default Servicing
Special Provisions: Agent is authorized up to \$1000 for curb appeal to meet neighborhood standard during listing period. Please turn on all utilities

IMPORTANT BAC HOME LOANS LISTING GUIDELINES

1. **MLS Procedures :** All listings are to be placed in the MLS [where applicable] and in accordance with your local board. Please submit a copy of the initial MLS to your Bank of America Asset Manager. Remember to identify all incoming calls and correspondence with the Bank of America Home Loans REO ID number and remind escrow, title companies, etc. to do the same. Approved MLS Comments - All MLS comments should include the following:

- Property description (selling highlights)
- Bank of America Prequalification required on all offers
- Please allow 2-3 business days for seller response (NOTE: use if space allows)
- Prohibited MLS Comments – The following information should not be included in the MLS:
 - Lock box codes
 - Gate codes

• Non-Bank of America affiliated lenders

2. 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 either Bank of America Home Loans or 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 Bank of America Home Loans 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.

3. Repairs: Please ensure that any repairs are completed quickly and in a workman-like fashion. Photos of completed repairs are required prior to payment of a contractor's invoice. Repairs exceeding \$1000 must be completed by a state licensed contractor. No exceptions will be permitted. If repairs of \$1000 or more are completed by one vendor, the "Release of Lien" is to be signed off by the Broker and contractor and submitted along with the contractor's invoice. (Please reference the Broker Guidelines to locate this form). In the event that repairs are extensive, please notify your Asset Manager for further instruction. Send invoices directly to this office for payment of repairs. Each contractor will need a W-9 on file with Bank Of America AC in order to be paid. Be sure to include the vendor's tax identification number or social security number as well as the Bank of America REO number on the invoice. Broker is to inspect all completed work, provide photos, sign off that the work has been completed in a workman-like fashion and send for reimbursement. If you have any questions regarding repairs, please call the Asset Manager assigned to the above referenced property. Upon completion of repairs, please submit all invoices to BAC invoice management system.

4. Reporting: Please provide a status report on a monthly basis, prior to the 8th of the month, detailing the quantity and quality of traffic (brokers and buyers), your marketing efforts (advertising, open houses, flyers, etc.), new listings and sales in area and any recommendation you may feel will assist in marketing the Property. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

5. Offers: Initial Offers –

- All offers and negotiation must be submitted via Equator with the terms accurately noted.
- Buyers are to be prequalified by Bank of America Home Loans prior to submitting an offer to purchase. Offers received without this prequalification, exclusive of cash purchases, will not be addressed.
- Buyers are not required to obtain financing from Bank of America Home Loans but may obtain financing from any source. However, Lender prequalification is required on all offers and evidence must be provided that credit and debt-to-income has been reviewed and that buyer qualifies said loan program.

NOTE: The above pre-approval requirement will be waived only if the prospective purchaser does not want a loan contingency. If the buyer decides not to be pre-approved by Bank of America Home Loans, there will be no loan contingency in the purchase contract and the earnest money deposit becomes non-refundable upon the expiration of the inspection period. Buyers are not required to obtain financing from Bank of America to purchase the Property. You can locate your local Bank of America Home Loans branch by calling 800-877-LOAN (5626).

Negotiation of terms will be communicated via the offer worksheet.

Final/Accepted Offers –

- Once terms of agreement have been reached, those terms are to be inserted into the Bank of America Real Estate Purchase Addendum by you, the listing agent, for buyers' signature
- When signed and initialed by buyer(s), submit via Equator, agency contract, Bank of America Real Estate Purchase Addendum and Mold Disclosure to the Asset Manager for signature and processing

NOTE: It is your responsibility to make sure all sections of the Bank of America addendum are completed properly, initialed and signed. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

6. Listing Renewal: No less than two weeks prior to expiration of listing, please provide us with an updated BPO and any renewal will be additional information you deem relevant to any marketing plan. Bank of America may decide to renew the listing, and any based on Broker's performance and Broker's compliance with the Agreement, this List Letter, and Broker requirements. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

7. Closing: Bank of America reserves the right to select the closing agency unless otherwise required by law. Time is of the essence with respect to all dates specific in the agreement and addenda. Your availability to resolve inconsistencies is imperative. If closing proceeds are not wired to Bank of America, then the following procedures must be followed: A) Broker must provide Bank of America Home Loans with an ESTIMATE OF ALL OUTSTANDING CLOSING BILLS AT LEAST twenty-four (24) HOURS BEFORE CLOSING, and B) upon closing Broker must submit to Bank of America Home Loans copies of the final closing statement and the closing check, and the originals must be sent by overnight mail to Bank of America Home Loans, addressed to the Asset Manager, at REO Marketing Dept., 400 Bank of America Way, SV30M, Simi Valley, CA 93065. Broker shall turn off all utilities and discontinue maintenance/yard service as of the closing date. If the sale of the Property involves a hold-back of Bank of America Home Loans's funds, in whatever amount and whether for utilities, liens or any other items, Broker is responsible for providing Bank of America Home Loans and the closing agent with copies of all final bills, releases of liens and/or documentation and taking all other steps necessary to ensure the release of the hold-back funds to Bank of America Home Loans within fourteen (14) days from the closing date. Any bills which have accumulated and have not been paid by Bank of America Home Loans must be submitted to Bank of America Home Loans no later than thirty (30) days of closing. Please see section 3 above, and refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

8. 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) Seller's prior express written approval, and 2) having provided Seller with a complete inventory and color, dated, and labeled photographs of all personal property. Broker shall remove personal property and/or debris or trash strictly in accordance with Seller's written instructions and all applicable Laws. Broker shall be responsible for distinguishing personal property from debris or trash. Please refer to the "Special Provisions" in the Listing Terms section above for any additional requirements or information.

9. Termination of Listing: This List Letter is effective as of the date stated on page one hereof, and shall remain in full force and effect until terminated by Seller or Broker upon written notice. Seller may in its complete and sole discretion terminate this List Letter at any time with or without cause, and without payment of any compensation. Upon such termination neither party hereto shall have any further obligation hereunder except for the obligations indicated in the Agreement that survive termination.

10. Miscellaneous: Broker's marketing of the Property or acceptance of any commission from the sale of the Property shall be deemed an acceptance of all of the terms of this List Letter and the Agreement. If any provision of this List Letter is invalid, illegal, or determined to be unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein

CFN # 109972655, OR BK 47836 Page 792, Page 1 of 4, Recorded 04/08/2011 at 01:06 PM, Broward County Commission, Deputy Clerk 1037

**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-SG-00339

**CHRIS SMITH
17 Vesper Lane
Nantucket, MA 02554**

Respondent(s).

The above referenced case was heard on December 15, 2010 and the Respondent did not appear at the hearing. A Notice of Violation was issued on October 6, 2010 with a correction date of October 9, 2010. Compliance was not gained on October 9, 2010. The Special Magistrate ordered that the Respondent be given fifteen (15) 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 was imposed.

The property located at 2062 Ocean Mist Drive, Lauderdale-By-The-Sea, Florida, corresponding to Folio # 9307-01-0200, legally described as:
BEL-AIR 32-10 B LOT 19 BLK 1

Has not been brought into compliance and a daily fine of One Hundred Fifty (\$150.00) Dollars began to accrue on December 30, 2010 and continues to accrue until compliance is gained. The Final Order was mailed via Certified Mail on December 21, 2010 with no return receipt. On February 1, 2011 Notice of Certification of Lien Intent was sent via certified mail for the hearing date February 16, 2011 with no return receipt. Respondent was not present at the hearing.

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

1. The Order of December 15, 2010 required the Respondent to bring the property into compliance fifteen days (15) days from the hearing date or be assessed a daily fine of One Hundred Fifty (\$150.00) Dollars. In addition, an Administrative Fee of One Hundred Fifty (\$150.00) Dollars was imposed.

④

CFN # 109972655, OR BK 47836 PG 793, Page 2 of 4

Certification of Lien - Case # 10-SG-00339 Chris Smith - Property Address 2062 Ocean Mist Drive

2. The Respondent has not brought the violation into compliance, and the Respondent has continued to violate the order of December 15, 2010 by not paying the Administrative Fee of One Hundred Fifty (\$150.00) Dollars and the daily fine of One Hundred Fifty (\$150.00) Dollars that continues to accrue for the period of non-compliance. At the February 16, 2011 Certification of Lien Hearing, testimony indicates that the fines due and owing for the period of non-compliance have reached Seven Thousand Three Hundred Fifty (\$7,350.00) Dollars plus an Administrative Fee of One Hundred Fifty (\$150.00) Dollars.

3. Therefore, Special Magistrate imposes and certifies fines for the daily fine of One Hundred Fifty (\$150.00) Dollars that continues to accrue for the period of non-compliance plus an Administrative Fee of One Hundred Fifty (\$150.00) Dollars.

4. 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.

5. 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 16th day of February, 2011.

ATTEST:

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

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

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

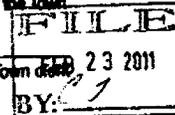
() Personally known to me

Copies furnished to:
BANK OF NEW YORK
ONE WALL STREET
NEW YORK, N Y 10286

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

25th day of March, 2011
June White, CMC



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

CASE NUMBER: 10-SG-00339

TOWN OF LAUDERDALE BY THE SEA,
MUNICIPAL CORPORATION OF FLORIDA

PETITIONER

VS.

Chris Smith
17 Vesper Lane
Nantucket, MA 02554

RESPONDENT

FINAL ORDER

HEARING DATE: December 15, 2010

VIOLATION(S): Illegally parked trailer. Remove trailer from property CODE SECTION: 19-21

An Administrative hearing was held before the Special Magistrate on December 15, 2010. 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: 2052 Ocean Mist Drive (FKA SE 17th Court, Lauderdale-By-The-Sea, FL 33062 and more particularly described as follows:

Tax Folio Number (Property I.D.): 9307-01-0200

At the hearing held on this matter on December 15, 2010 the Petitioner Town presented testimony by Code Compliance Officer Gordon 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 Gordon indicated that the property was in foreclosure and was occupied by tenants. Officer Gordon presented a photo that was taken of the trailer that was entered into evidence as Town's Exhibit A that accurately depicts and describes the condition of the property at the time it was taken. Officer Gordon said that the violation had not been abated and that the trailer was still on the property. 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 19-21.

Page 2.
Respondent: Chris Smith CASE NUMBER: 10-SG-00339

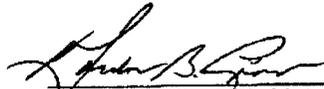
IN DETERMINING THE FINE AMOUNT TO BE IMPOSED, CONSIDERATION WAS GIVEN TO: (1) THE GRAVITY OF THE VIOLATION(S); (2) ANY ACTIONS TAKEN BY THE RESPONDENT(S) TO CORRECT THE VIOLATION(S); AND (3) ANY PREVIOUS VIOLATION(S) COMMITTED BY THE RESPONDENT(S).

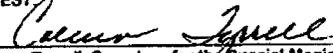
FINALLY, THE PETITIONER, TOWN, VERIFIED THAT THE VIOLATION WAS NOT IN COMPLIANCE AT THE TIME OF THE HEARING.

THE SPECIAL MAGISTRATE ORDERS THAT THE RESPONDENT BE GIVEN FIFTEEN (15) DAYS FROM THE HEARING DATE TO BRING THE VIOLATION INTO COMPLIANCE. IF THE VIOLATION IS NOT ABATED WITHIN THE FIFTEEN (15) DAY TIMEFRAME, A DAILY PENALTY OF ONE HUNDRED FIFTY (\$150.00) DOLLARS WOULD BE ASSESSED UNTIL COMPLIANCE IS GAINED. THE MAGISTRATE ALSO IMPOSES A ONE HUNDRED FIFTY (\$150.00) DOLLAR ADMINISTRATIVE FEE.

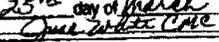
THE TOWN MAY AVAIL ITSELF OF ALL LEGAL REMEDIES AVAILABLE TO IT, INCLUDING THE FORECLOSURE OF THE LIEN.

Done and Ordered this 15th day of December, 2010 Lauderdale By The Sea, Florida.


Gordon B. Linn, Special Magistrate

ATTEST:

Colleen Tyrrell, Secretary for the Special Magistrate

Cc to: N/A

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
25th day of March, 2011
 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
DEC 21 2010
BY: 

4/22

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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

Case No. CACE08058517

Division 13

FINAL JUDGMENT FOR PLAINTIFF

THIS CAUSE having come before the Court on February 18, 2010, on Plaintiff's Motion for Summary Judgment of Foreclosure and Request for Award of Attorney's Fees, the Court having considered the pleadings and proofs filed herein, and having found that there is no genuine issue of any material fact and that the Plaintiff is entitled to such Judgment as a matter of law, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Summary Judgment of Foreclosure and Request for Award of Attorney's Fees is hereby granted.
2. The Court has jurisdiction over the subject matter hereof and the parties hereto, and the equities herein are with the Plaintiff. All necessary parties have been served, and proof of such service is in the court file.
3. The following sums are due the Plaintiff on the note and mortgage foreclosed herein:

Principal	\$803,115.48
Accrued Interest	\$70,984.23
Per diem interest at \$151.27 from 09/15/2009 to 02/18/2010	\$23,749.39
Pre-acceleration late charges	\$808.02
Escrow deficiency - Taxes	\$3,049.29
BPO	\$95.00
Property preservation and inspection	\$270.00
Subtotal - Amount due Plaintiff	\$902,071.41
Filing Fee	\$351.00
Title Search	\$325.00
Title Update	\$75.00
Service	\$680.00
Recording Fee	\$10.00
Plaintiff's Attorney's fees (flat rate agreement)	\$1,250.00
Subtotal - Fees and Costs	\$2,691.00
Total Due	\$904,762.41

The total amount due as set forth above shall bear interest at the note rate, or the rate provided by §55.03(1), F.S., from date of this Judgment until paid. The court finds, pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), that the number of hours expended by Plaintiff's counsel and the hourly rate charged are reasonable in light of the complexity of this cause, the result obtained, the degree of expertise necessary and the amount in controversy. The court finds, therefore, that the attorney's fees awarded to Kass, Shuler, Solomon, Spector, Foyle & Singer, P.A. are reasonable under Florida law.

4. Plaintiff holds a lien for the total sum specified in Paragraph 3. above, superior in dignity to any right, title, interest, or claims of any of the Defendants herein, upon the mortgaged property herein foreclosed, situated in Broward County, Florida, and described as follows:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN
PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

and commonly described as: 2062 SE 17TH COURT, POMPANO BEACH, FL 33062; including the building, appurtenances, and fixtures located therein.

5. If the aforesaid total sum due the Plaintiff, plus interest thereon at the rate prescribed by law and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid, the Clerk of this Court shall sell all of the aforesaid property at public sale, at 11:00 a.m., on

April 22, 2010, to the highest bidder for cash, except as set forth below, in Room 385 of the Broward County Courthouse, 201 SE 6th Street, Ft. Lauderdale, FL 33301., in accordance with Section 45.031, F.S. The sale shall not be held if Plaintiff or its agent is not present at the time of the sale.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if a party other than the Plaintiff is the purchaser of the property at sale. The successful bidder shall be required to pay any documentary stamps and court registry fees at the time of payment of the bid amount, except that if the Plaintiff shall be the purchaser at the sale, the Clerk shall credit the bid of Plaintiff with the total sum herein found to be due the Plaintiff, together with interest and costs accruing subsequent to this Judgment or such part thereof.

7. In the event that additional sums are expended by Plaintiff to protect its interest, including but not limited to real estate taxes, hazard insurance, property preservation, or other necessary costs, Plaintiff shall file an affidavit setting forth such expenditures and seek Court approval for any such expenditures.

8. After confirmation of the sale, whether upon issuance of the Certificate of Title or by Order of this Court ruling upon any objections to the sale, the Clerk shall make distribution of any proceeds of the sale, so far as they are sufficient, by paying: (a) First, all costs and expenses of these proceedings and subsequent to the entry of this Judgment, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale; (b) Second, the cost of Documentary stamps affixed to the Certificate of Title and registry fees, if applicable; (c) Third, Plaintiff's attorney's fees; and (d) Fourth, the total sum herein found to be due the Plaintiff, less the items paid, plus interest on the amount of this Judgment from this date to the date of the sale at the rate prescribed by law, retaining any surplus pending further order of this Court.

9. The purchaser of a condominium unit or of a home owner association property at the judicial sale scheduled herein shall be responsible for assessments and other charges in accordance with Florida Statutes §§718.116 and 720.3085, respectively.

10. Upon the Clerk filing the Certificate of Sale, the Defendants named herein, and any and all persons claiming by, through, under, or against any of the Defendants since the date of the filing of the Lis Pendens herein, are forever barred and foreclosed of and from any and all equity or right of redemption in and to the above described property. Upon issuance and filing of the Certificate of Title, the purchaser at the sale, its heirs, representatives, successors or assigns, shall be let into possession of said property without delay. The Clerk of the Court is hereby specifically authorized to issue a Writ of Possession for the premises located at 2062 SE 17TH COURT, POMPANO BEACH, FL 33062, and the Sheriff is hereby authorized to serve the Writ of Possession forthwith after issuance of the Certificate of Title upon further order of the Court.

11. The Court reserves jurisdiction of the parties and of this cause for the purpose of hearing such motions as the Plaintiff may file for: (a) a deficiency judgment against those parties who may be personally liable; (b) the issuance of a writ of possession; (c) determining the claims in and to any cash surplus that may be produced at the foreclosure sale; (d) awarding supplementary attorneys' fees; and (e) granting such other relief as may be appropriate.

12. The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 10.0 hours were reasonably expended by Plaintiff's counsel, and that \$100.00 per hour for paralegals, and \$250.00 per hour for attorneys 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).

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 THIS FINAL JUDGMENT.

IF YOU ARE A 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, HOWARD C. FORMAN, 954-831-6565 OR 954-712-7899, 201 S.E. 6TH STREET, FT. LAUDERDALE, FL, 33301- 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 LEGAL AID SERVICE OF BROWARD COUNTY, INC-PLANTATION-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 LEGAL AID SERVICE OF BROWARD COUNTY, INC-PLANTATION-954-765-8950 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in Chambers at the Broward County Courthouse, Ft. Lauderdale, Florida, this 18 day of February, 2010.

ROBERT J. FOGAN

CIRCUIT JUDGE

Conformed Copies furnished to:

Edward B. Pritchard
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
Tampa, Florida 33601
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
3300 S.W. 34th Ave., Suite 101
Ocala, FL 34474

CHRIS SMITH
UNKNOWN SPOUSE OF CHRIS SMITH N/K/A NADIA SMITH
17 VESPER LANE
NANTUCKET, MA 02554

MAYA A. MOORE
115 SOUTH ANDREWS AVENUE, SUITE 423
FORT LAUDERDALE, FL 33301
Attorney for Defendant BROWARD COUNTY, FLORIDA

UNKNOWN TENANTS/OWNERS N/K/A KIRSTINA ZORBA
2062 SE 17TH COURT
POMPNAO BEACH, FL 33062

A TRUE COPY
FEB 18 2010
HOWARD C. FORMAN
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FL

IN THE CIRCUIT COURT
BROWARD COUNTY, FLORIDA
CIVIL DIVISION

Case No. _____

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWBMS, INC. CHL
MORTGAGE PASS-THROUGH TRUST 2006-14,
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS
SMITH; MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC; BROWARD COUNTY, FLORIDA,
and UNKNOWN TENANTS/OWNERS,

Defendants.
_____ /

NOTICE OF LIS PENDENS

TO DEFENDANT(S):

CHRIS SMITH
UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY,
FLORIDA
UNKNOWN TENANTS/OWNERS
ALL OTHERS TO WHOM IT MAY CONCERN

You are notified of the institution of this action by Plaintiff against you seeking to foreclose a mortgage encumbering the following real property in Broward County, Florida:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

with a street address of 2062 SE 17TH COURT, POMPANO BEACH, FL 33062.

DATED: November 19, 2008.

/s/ Clay A. Holtsinger
Clay A. Holtsinger
Florida Bar No.: 0294330
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900 ext 1350
Attorneys for Plaintiff

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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Plaintiff,

Case No. CACE08058517

vs.

Division 13

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

NOTICE OF SALE

Notice is hereby given, pursuant to Final Judgment of Foreclosure for Plaintiff entered in this cause on February 18, 2010, in the Circuit Court of Broward County, Florida, I will sell the property situated in Broward County, Florida described as:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

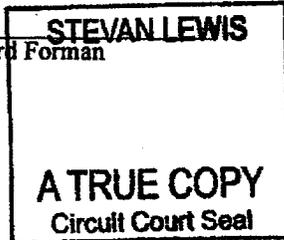
and commonly known as: 2062 SE 17TH COURT, POMPANO BEACH, FL 33062; including the building, appurtenances, and fixtures located therein, at public sale, to the highest and best bidder, for cash, in Room 385 of the Broward County Courthouse, 201 SE 6th Street, Ft. Lauderdale, FL 33301,, on April 22, 2010 at 11:00 a.m..

Any persons claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within 60 days after the sale.

Dated this 18 day of February, 2010.

Clerk of the Circuit Court

By: Howard Forman



Invoice to:

Edward B. Pritchard
(813) 229-0900 x1309
Kass, Shuler, Solomon, Spector, Foyle & Singer, P.A.
P.O. Box 800
Tampa, FL 33601-0800

Please fax a first insertion and costs of publishing to 813-229-3323, Attention: Foreclosure Department.

**PLEASE PUBLISH THE ABOVE IN:
Broward Daily Business Review**

286750.083775A/edr



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

THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE
PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-14

Plaintiff,

vs.

CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH;
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC;
BROWARD COUNTY, FLORIDA, AND UNKNOWN
TENANTS/OWNERS,

Defendants.

Case No.

Division

COMPLAINT

Plaintiff, THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14, by and through its undersigned attorneys, sues Defendants, CHRIS SMITH, UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY, FLORIDA, and UNKNOWN TENANTS/OWNERS, and states:

GENERAL ALLEGATIONS

1. THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMBS, INC. CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14, is the holder of the Note and Mortgage which are the subject of this suit.
2. Defendant(s), CHRIS SMITH, is/are the record owner(s) of the property sought to be foreclosed by the Plaintiff, and hold title to the property subject to the Mortgage described herein.
3. Defendants, UNKNOWN SPOUSE OF CHRIS SMITH; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; BROWARD COUNTY, FLORIDA, and UNKNOWN TENANTS/OWNERS, are persons and/or entities who have or may claim some right, title, interest, or lien in, to, or upon the Property described below.
4. On June 30, 2006, CHRIS SMITH, A MARRIED MAN, executed and delivered a Note, and a Purchase Money Mortgage securing the Note in favor of COUNTRYWIDE HOME LOANS, INC. The Mortgage was recorded on August 16, 2006 in Official Records Book 42602, Page 614, of the Public Records of Broward County, Florida. A copy of the Mortgage and

Promissory Note is attached hereto. Said Note and Mortgage were subsequently assigned and/or endorsed in favor of the Plaintiff. Said Assignment(s) and endorsements are attached hereto, and incorporated by reference herein.

5. Plaintiff now owns and is the holder of the Note and Mortgage.

6. A default exists under the Note and Mortgage as a result of a lack of payment of the installment due July 1, 2008, and all subsequent payments on the Note.

7. Plaintiff has, if required by the Note or Mortgage, demanded payment of the obligation reflected by the aforesaid Note and Mortgage, but despite such demand, said default has not been cured.

8. Plaintiff hereby accelerates all principal and interest under the Note and Mortgage to be immediately due and payable.

9. Plaintiff is due the sum of EIGHT HUNDRED THREE THOUSAND ONE HUNDRED FIFTEEN AND 48/100 Dollars (\$803,115.48) in principal under the Note and Mortgage, plus interest from June 1, 2008, title search expenses for ascertaining necessary parties to this action, unpaid taxes, insurance premiums, accumulated late charges, and inspection fees.

10. As a result of the default under the Note and Mortgage, it has become necessary for the Plaintiff to employ the undersigned attorneys to prosecute this action, and Plaintiff has agreed to pay such attorneys a reasonable fee for their services. Under the terms and provisions of the Note and Mortgage, Plaintiff is entitled to recover its reasonable attorney's fees in bringing this action. Plaintiff alleges that a reasonable attorney's fee in this matter would be \$1,250.00 and will seek an award of such amount in the event that a default judgment is entered against the Defendant. In the event that this matter is contested, Plaintiff intends to seek additional attorney's fees based upon the hours spent, services rendered and other reasonable factors.

11. Defendant(s), CHRIS SMITH, and/or UNKNOWN TENANTS/OWNERS, now own, possess, or have the right to possess the Property.

12. Defendant(s), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, may claim some interest in the subject property by virtue of a judgment, lien, or other instrument recorded on 03/05/2007 in Official Records Book 43695, Page 610, of the Public Records of Broward County, Florida. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

13. Defendant(s), UNKNOWN SPOUSE OF CHRIS SMITH, may claim some interest in the subject property by virtue of his/her marriage to "CHRIS SMITH" as a result of the spouse's potential homestead in the property.

14. Defendant(s), BROWARD COUNTY, FLORIDA, may claim some interest in the subject property by virtue of a judgment, lien, or other instrument recorded on 10/03/2000 in Official Records Book 30901, Page 1744, of the Public Records of Broward County, Florida. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

15. Defendant(s), UNKNOWN TENANTS/OWNERS, may claim some interest in the subject property by virtue of their possession of the property.

COUNT I
MORTGAGE FORECLOSURE

16. Plaintiff realleges and incorporates Paragraphs 1 through 15 of this Complaint.

17. This is an action to foreclose the first Mortgage on real property (the "Property") in Broward County, Florida, having a legal description as follows:

LOT 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

with a street address of 2062 SE 17TH COURT, POMPANO BEACH, FL 33062, herein referred to as "the Property."

18. Under the terms of the Mortgage and in accordance with Florida law, Plaintiff is entitled to foreclosure of its Mortgage upon default in payment.

19. All conditions precedent to the enforcement of Plaintiff's right to foreclosure herein and the maintenance of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff requests that this honorable Court:

- (a) Take jurisdiction of the parties hereto and of the subject matter hereof;
- (b) Order that the lien of Plaintiff's Mortgage is a valid first lien on the Property described and is superior to any lien of record ;
- (c) Order foreclosure of the Mortgage, and that all Defendants named herein, their estates, and all persons claiming under or against them since the filing of the Notice of Lis Pendens, be foreclosed;
- (d) Determine the amount due Plaintiff under the Note and Mortgage sued upon herein;
- (e) Order that if said sum due Plaintiff is not paid in full within the time set by this Court, the Property be sold by Order of this Court to satisfy Plaintiff's claims;

(f) Order that if the proceeds from such court ordered sale are insufficient to pay Plaintiff's claim, then a deficiency judgment be entered for the remaining sum against all Defendants who have assumed personal liability for same and who have not received a discharge in bankruptcy;

(g) Order delivery and possession of the real property to the Purchaser, who shall be responsible for condominium or homeowner association assessments and other charges in accordance with §§718.116 and 720.3085, Florida Statutes (2007), respectively and upon proof of the demand or refusal of any Defendant to vacate and surrender such possession, and the clerk be directed to issue a writ of possession without further order of this Court;

(h) Retain jurisdiction of this cause and the parties hereto to determine Plaintiff's entitlement to a deficiency judgment and the amount thereof; and

(i) Grant such other and further relief as appears just and equitable under the circumstances.

COUNT II

ENFORCEMENT OF LOST INSTRUMENTS

20. This is an action to enforce lost instruments under §673.3091, Florida Statutes.

21. Paragraphs 1, 2, and 4 through 6 are hereby incorporated and made a part of this Count II.

22. The Note and Mortgage owned by Plaintiff, copies of which are attached to the Complaint, have been lost or misplaced.

23. Plaintiff was in possession of the Note and Mortgage at the time the Note and Mortgage were lost or misplaced, or Plaintiff has been assigned the right to enforce the lost or misplaced instruments by the entity which had possession at the time that the instruments were lost.

24. The loss of possession of the Note and Mortgage was not the result of a transfer by the Plaintiff or a lawful seizure.

25. Plaintiff cannot reasonably obtain possession of the instruments because the whereabouts of the instruments cannot be determined.

WHEREFORE, Plaintiff requests that this Court enter judgment in favor of Plaintiff establishing its right to enforce said instruments pursuant to §673.3091, F.S.

NOTICE UNDER FAIR DEBT COLLECTION PRACTICES ACT

Pursuant to Title 15 United States Code Section 1692, Plaintiff is providing the following notice:

- a) The amount of the debt is contained in this Complaint;
- b) The Creditor to whom the debt is owed is THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWMBS, INC.CHL MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-14;
- c) Unless this debt, or any portion thereof, is disputed within thirty days after receipt of this notice, the debt will be assumed to be valid by the Plaintiff;
- d) If a consumer notifies the undersigned in writing within the thirty day period that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt and a copy of such verification will be mailed to such consumer;
- e) Upon a consumer's written request within the thirty-day period, the undersigned will provide the consumer with the name and address of the original creditor, if different from the current creditor;
- f) This is an attempt to collect a debt, and any information obtained will be used for that purpose.

DATED: November 19, 2008.

/s/ Clay A. Holtsinger
Clay A. Holtsinger
Florida Bar No.: 0294330
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900 ext 1350
Attorneys for Plaintiff

286750.083775A/atk



CFN # 110363630, OR BK 48287 Page 112, Page 1 of 1, Recorded 11/04/2011 at 03:39 PM, Broward County Commission, Doc. D \$2377.20 Deputy Clerk 3110

9

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

BANK OF NEW YORK

Plaintiff

GACE-08-058517

VS.

Division: 11

SMITH, CHRIS : MORTGAGE ELECTRONIC : BROWARD CTY FL

Defendant

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 October 18, 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 19, BLOCK 1, BEL-AIR, ACCORDING TO THE PLAT RECORDED IN
PLAT BOOK 32, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA,
and commonly described as: 2862 SE 17TH COURT, POMPANO BEACH, FL 33062; including the building,
apartments, and fixtures located therein.**

Was sold to: THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDER S CWABS, INC.CH1
MORTGAGE PASS-THROUGH TRUST 2006-14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2006-14
7105 CORPORATE DRIVE PLANO, TX, 75024

Witness my hand and the seal of this court on November 01, 2011.



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

Total consideration: \$339,600.00
Doc Stamps: \$2,377.20

CIRCUIT CIVIL 2011 NOV 01 AM 9 22 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.