

Report on: 2289 Sw 15th St Apt 138,

Deerfield Beach FL 33442 Case #: CACE-25-007288

File # TN20251029281 Date Created: 11/10/2025 Preliminary Title Search Effective Date: 11/05/2025

Basic Property Information

Property Address: 2289 Sw 15th St Apt 138, Deerfield Beach, FL 33442

Owner Name: FERRO, PAUL
Tax / Parcel ID: 484211AA1860

Legal Description: MEADOWRIDGE CONDO UNIT 138 BLDG 32 PER CDO BK/PG: 8706/505 BROWARD COUNTY

Chain Of Title Information

Property Tax Information

Deed Holder: PAUL FERRO AND LILLY FERRO, HIS Total Value: \$0.00

WIFE

Deed Type:Warranty DeedYearly Taxes:\$728.17Deed Dated:01/16/1984Taxes Paid:QuarterlyDeed Recorded:01/19/1984Date Due:11/01/2025

Deed Document #: 11417/292

Deed From: HARRY W. BAUROTH AND OCTA VIA

C. BAUROTH, HIS WIFE

Deed Comments: -

Date Paid: -

Exemption: \$77,250.00

Payment Status: Current

Tax Comments: 2025 TAXES DUE.

Mortgages #1

Mortgage 1 Lender: WELLS FARGO BANK NA

Mortgage 1 Borrower: PAUL FERRO A MARRIED PERSON AND LILLY FERRO, A MARRIED PERSON

Dated | Recorded: 11/15/2007 | 11/21/2007

Mortgage 1 Amount: \$300,000.00

Document #: 44834/1156

Mortgage 1 Litigation None Found in Official Records

Mortgage 1 Comments: 1. ASSIGNMENT 10/19/2017 114671972. 2. ASSIGNMENT 03/04/2020 116388543.

Mortgages #2

Mortgage 2 Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Mortgage 2 Borrower: PAUL FERRO A MARRIED PERSON AND LILLY FERRO, A MARRIED PERSON

Dated | Recorded: 11/15/2007 | 11/21/2007

Mortgage 2 Amount: \$300,000.00

Document #: 44834/1167

Mortgage 2 Litigation None Found in Official Records

Mortgage 2 Comments: No additional comments about this mortgage

Other Encumbrances

Litigation 1 Type: Lien Litigation 2 Type: Lis Pendens

Filling Party: MEADOWRIDGE ASSOCIATION, INC. Filling Party: MEADOWRIDGE ASSOCIATION, INC.

Dated | Recorded: 01/08/2025 | 01/17/2025 | Dated | Recorded: 05/15/2025 | 05/16/2025

Recorded Amount: \$12,269.95 Recorded Amount: \$0.00

Document #: 120004770 **Document #:** 120223082

Case #: - CACE-25-007288

Comments: None Comments: None

Litigation 3 Type: Final Judgment

Filling Party: MEADOWRIDGE ASSOCIATION, INC.

Dated | Recorded: 10/08/2025 | 10/09/2025

Recorded Amount: \$26,744.27

Document #: 120481077

Case #: CACE-25-007288

Comments: None

Additional Comments

No additional comments to add for this report.



PROPERTY SUMMARY

Tax Year: 2026

Property ID: 484211AA1860
Property Owner(s):FERRO,PAUL

Mailing Address: 27 LAUREN AVE DIX HILLS, NY

11746-6633

Property Address:2289 SW 15 STREET # 138

DEERFIELD BEACH, 33442-7543

Property Use: 04 - Condominium

Millage Code: 1112 Adj. Bldg. S.F: 1100

Bldg Under Air S.F: 1100 Effective Year: 1982

Year Built: 1981

Units/Beds/Baths: 1 / 2 / 2

Deputy Appraiser: Condo

Department

Appraisers Number: 954-357-6832

Email: condoinfo@bcpa.net

Zoning: RM-15 - RESIDENCE,

MULTI-FAMILY

Abbr. Legal Des.: MEADOWRIDGE CONDO UNIT 138 BLDG 32 PER CDO

BK/PG: 8706/505

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Тах
2026	\$23,000	\$206,980	0	\$229,980	\$77,250	
2025	\$23,000	\$206,980	0	\$229,980	\$77,250	\$728.17
2024	\$24,420	\$219,760	0	\$244,180	\$75,080	\$672.67

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$229,980	\$229,980	\$229,980	\$229,980
Portability	0	0	0	0
Assessed / SOH 94	\$77,250	\$77,250	\$77,250	\$77,250
Granny Flat				
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,722	0	\$25,722	\$25,722
Wid/Vet/Dis	\$5,000	\$5,000	\$5,000	\$5,000
Senior	\$21,528	0	\$21,528	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	0	\$47,250	0	\$21,528

SALES HISTORY FOR THIS PARCEL

Date	Type	Price	Book/Page or Cin
01/01/1984	Warranty Deed	\$60,000	11417 / 292
02/01/1981	Warranty Deed	\$58,900	

LAND CALCULATIONS

Unit Price Units Type

				Qua	alified/				
Property ID	Dat	e	Туре	Disq	ualified	Price	CIN		Property Address
484211AA1890	05/30/2	2025 V	Warranty Deed	Quali	ified Sale	\$250,000	1202606	567	2297 SW 15 ST #121 DEERFIELD BEACH, FL 33442
484211AA2090	05/01/2	2025 V	Warranty Deed	Quali	ified Sale	\$250,000	1202196	598	2379 SW 15 ST #117 DEERFIELD BEACH, FL 33442
484211AA0350	04/30/2	2025 V	Warranty Deed	Quali	ified Sale	\$265,000	1201974	122	2315 SW 15 ST #59 DEERFIELD BEACH, FL 33442
484211AA2010	04/29/2	2025 V	Warranty Deed	Quali	ified Sale	\$288,500	1202011	113	2379 SW 15 ST #109 DEERFIELD BEACH, FL 33442
484211AA1180	04/23/2	2025 V	Warranty Deed	Quali	ified Sale	\$245,000	1202032	294	2257 SW 15 ST #174 DEERFIELD BEACH, FL 33442
SPECIAL ASS	ESSMEI	NTS							SCHOOL
	Garb L	ight	Drain	Impr	Safe	Storm	Clean	Misc	Park Ridge Elementary School: C
Deerfield			Water			Deerfield Beach			Lyons Creek Middle
Beach Fire (11)		IVI	lanagement (2)			Stormwater (DB)			School: A
Residential			رک) Water			(00)			Deerfield Beach High School: C
(R)		М	lanagement (2)						School. C
1						0.43			
ELECTED OFFICIALS									
Property Appra	Property Appraiser County Comm. District County Comm. Name US House Rep. District US House Rep. Name								

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	2	Mark David Bogen	23	Jared Moskowitz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
98	Mitch Rosenwald	30	Tina Scott Polsky	Nora Rupert



<u>Search</u> > Account Summary

Real Estate Account #484211-AA-1860

Owner:

FERRO, PAUL

Situs:

2289 SW 15 ST

Parcel details

GIS □

<u>Property Appraiser</u> □

∀ Homestead Exemption



Get bills by email

Amount Due

BILL	AMOUNT DUE
2025 Annual Bill	\$699.04
Add To	Cart
	Print (PDF)

Apply for the 2026 installment payment plan

Account History

BILL	AMOUNT DUE
2025 Annual Bill 🛈	\$699.04 Print (PDF)
<u>2024</u>	
2024 Annual Bill	\$0.00 Print (PDF)

Certificate #2145

Paid \$798.4
\$0.0
Print (PDF
Paid \$763.1
\$0.0
Print (PDI
Paid \$749.6
\$0.0
Print (PDI
\$0.0
Print (PDF

<u>Search</u> > <u>Account Summary</u> > Bill Details

Real Estate Account #484211-AA-1860

Owner:

FERRO, PAUL

Situs:

2289 SW 15 ST

Parcel details

GIS □

<u>Property Appraiser</u> □

Homestead Exemption



Get bills by email

2025 Annual Bill

BROWARD COUNTY CONSTITUTIONAL TAX COLLECTOR Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	AMOUNT DUE
2025 Annual Bill	\$699.04

Add To Cart



If paid by:	Please pay:	
Nov 30, 2025	\$699.04	
Dec 31, 2025	\$706.32	
Jan 31, 2026	\$713.61	
Feb 28, 2026	\$720.89	
Mar 31, 2026	\$728.17	

Combined taxes and assessments: \$728.17

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Apply for the 2026 installment payment plan

Ad Valorem Taxes

MILLAGE TAX 20.39170 \$348.29

Non-Ad Valorem Assessments

AMOUNT

\$379.88

Parcel Details

Owner:	FERRO,PAUL
Situs:	2289 SW 15 ST
Account	484211-AA-1860
Alternate Key	96412
Millage code	1112 - DEERFIELD BCH 1112
Millage rate	20.26940
Escrow company:	COMPULINK CORPORATION (CL-0012282) 4545 EAST RIVER ROAD SUITE 220 ROCHESTER, NY 14586
Assessed value:	\$77,250
School assessed value:	\$77,250
2025 TAX AMOUNTS	
Ad valorem:	\$348.29
Non-ad valorem:	\$379.88
Total Discountable:	\$728.17
Total tax:	\$728.17
LEGAL DESCRIPTION	

MEADOWRIDGE CONDO UNIT 138 BLDG 32 PER CDO BK/PG: 8706/505

LOCATION		
Book, page, item:		
Property class:		
Township:	48	
Range:	42	
Section:	11	
Use code:	04	
EXEMPTIONS		
SENIOR HOMESTEAD/COUNTY		\$21,528
SR HOMESTEAD/CITY		\$21,528
SECOND HX EX/COUNTY		\$25,722
SECOND HX CITY/DEP		\$25,722
SECOND HX/INDEP		\$25,722
HOMESTEAD EXEMPTION		\$25,000
WIDOWS		\$5,000

Broward County Constitutional Tax Collector

Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

RAMCO FORM 4M

F

돐

霊

뺻

This Indenture.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contest we admits or requires.

Made the 16thlay of January A. D. 10 84

BETWEEN HARRY W. BAUROTH and OCTAVIA C. BAUROTH, his wife,

iesof the first part, and , in the State of Florida of the County of Broward , part PAUL FERRO and LILLY FERRO, his wife,

, whose post office address is of the County of Nassau in the State of New York

269 N. Boston Avenue, N. Massapequa, N.Y. 11758 part ies of the second part.

Intesseth, That the said part ies of the first part, for and in consideration of the sum of - TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS - Dollars. them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained, and sold to the said parties of the second part. their and assigns forever, the following described land, situate, and being in the County of Broward their heirs State of Florida , to wit:

The Condominium Parcel known as Apartment 138 of Building 32, MEADOWRIDGE, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 8706, Page 505 of the Public Records of Broward County, Florida, as amended.

SUBJECT TO said Declaration of Condominium, amendments thereto, reservations, restrictions, easements and limitations of record and taxes for the year 1984 and all subsequent years.

> 270.00 Catherine (arlean) por

And the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in the presence of:

HARRY W. BAUROTH BY ROBERT C BAUROTH, Attorney in Fact

OCTAVIA C. BAUROTH BY ROBERT C. BAUROTH, Attorney in Fact

HELUMBED IN THE OFFICIAL RECORDS SOOK OF BROWARD COUNTY, FLORIDA F. T. JOHNSON COUNTY ADMINISTRATION

STATE OF FLORIDA, COUNTY OF Broward

1 HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY W. BAUROTH and OCTAVIA C. BAUROTH, his wife, by their Attorney in Fact ROBERT C. BAUROTH,

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that hey executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this maxy $_{A,\ D,\ 19}$ 84. January

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPIRES SEPT 12 1986 BONDED THRU GENERAL INSURANCE UND

Low ak NOTARY PUBLIC

This Instrument prepared by: Philip H. Hopkins

Address

Gibraitar Title and Escrow Company 2929 East Commercial Boulevard Fort Lauderdale, Florida 33308

RETURN TO: 83-1371

11417 MGF

ŝ

CFN # 107520647, OR BK 44834 Page 1156, Page 1 of 11, Recorded 11/21/2007 at 10:16 AM, Broward County Commission, Doc M: \$1050.00 Int. Tax \$600.00 Deputy Clerk 2030



Prepared by and RETURN TO: Wells Fargo Home Mortgage WFHM Final Docs X9999-01M 1000 Blue Gentian Road Eagan, MN 55121

Record & Return To: Vineyard Title, Inc. 433 Plaza Real, Suite 275 Boca Raton, FL 33432

_ [Space Above This Line For Recording Data]

State of Florida

FHA Case No. 095-0493040 958

ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on grantor is PAUL FERRO, A MARRIED PERSON AND LILLY FERRO, A MARRIED PERSON

whose address is 2289 SW 15TH STREET #138, DEERFIELD BEACH, FL 33442

("Borrower"). This Security

Instrument is given to WELLS FARGO BANK, N.A.

, which is

organized and existing under the laws THE UNITED STATES and whose address is P.O. BOX 11701

NEWARK, NJ 071014701 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum amount of THREE HUNDRED THOUSAND AND 00/100

(U.S. \$ 300000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on JANUARY 28TH, 2080. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in BROWARD County, Florida:

0081134637 NMFL #8810FL (QMFL) Rev 05/15/2006 XB76: 02/02

Page 1



THE CONDOMINIUM PARCEL KNOWN AS APARTMENT 138, OF BUILDING 32, MEADOWRIDGE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 8706, PAGE 505, AS AMENDED FROM TIME TO TIME, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

which has the address of

2289 SW 15TH STREET #138

(Street)

DEERFIELD BEACH, FL 33442

[City, State, Zip]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all

claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and

interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2,

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

- **6.** Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
 9. Grounds for Acceleration of Debt.

 (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
 (b) Payable and the Property is not the principal residence of at least one

is Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
surviving Borrower; stitle in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

- (b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - sorrower; or (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or (iii) An obligation of the Borrower under this Security Instrument is not performed.
- (c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in

this Paragraph (a) (ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and

payable; or
(ii) Pay the balance in full; or
(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and

apply the net proceeds of the sale toward the balance; or (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

O. No Deficiency Judgments. Borrower shall have no personal liability for payment of the

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

expenses properly associated with the foreclosure

04XA: 02/02

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect

the priority of the Security Instrument.

12. Lien Status.

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

Instrument

Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act to or on behalf of Borrower pursuant to Section 255()(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in

(b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right

or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of 4.720 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary, Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of FEBRUARY 2008 , and on that day of each succeeding year the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.
- X (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above FOURTEEN AND 720/1000 percent (14.720 %).
- The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- **24.** Compound Interest. At the end of each month, accrued interest shall be added to and made a part of the principal balance as a Loan Advance and shall likewise thereafter bear interest.
- 25. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]
Condominium Rider Shared Appreciation Rider Planned Unit Development Rider Other (Specify) CONDOMINIUM RIDER
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses:
Collectionsel Collection Rose Beelow Rose Beelow Rose Beelow Rose Beelow Geall -Borrower
PAUL FERRO LILLY FERRO
(Seal) -Borrower -Borrower
STATE OF For Agknowledgment STATE OF Flowda Proward COUNTY SS: The foregoing instrument was acknowledged before me this 15 day of Nov 2007 by Paul Ferro & Lilly Ferro who is personally known to me or; who has produced Fla Ucinsls as identification and who did (did not) take an oath.
OLL SEN KATURA KENDEL MY COMMISSION # DC 389699 E. STREE, April 25, 2009 Somue Sen Kurary Public Underwieres Name:

CONDOMINIUM RIDER (Home Equity Conversion Mortgage)

095-0493040 958

THIS CONDOMINIUM RIDER is made this 15TH day of NOVEMBER , 2007 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to WELLS FARGO BANK, N.A.

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 2289 SW 15TH STREET #138, DEERFIELD BEACH, FL 33442

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

MEADOWRIDGE CONDOMINIUM

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the payment of the premium for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

0081134637

NMFL #8857 (CORI) Rev 12/2006

20XA: 06/06

Page 1

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Saul Ferro	(Seal)
PAUL FERRO	-Borrower
LILLY FERRO	(Seal) -Borrower
	(Seal) -Borrower
	(Seal)
	-Borrower

(Se		
-Borrow	 	
(Se		
-Borrow		
(Se	 _	
-Borrow		
_		
(Se		
-Barrow		

Instr# 114671972 , Page 1 of 1, Recorded 10/19/2017 at 02:20 PM Broward County Commission

RECORDING REQUESTED BY: WELLS FARGO BANK, N.A. 1000 BLUE GENTIAN RD **SUITE 200 EAGAN MN 55121** WHEN RECORDED MAIL TO: WELLS FARGO BANK, N.A. MAC: N9289-016

PO BOX 1629

EAGAN, MN 55121-4400 ATTN: ASSIGNMENT TEAM

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, WELLS FARGO BANK, N.A., 1 HOME CAMPUS, DES MOINES, IA 50328, by these presents does convey, assign, transfer and set over to: NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$300000.00 is recorded in the State of FLORIDA, County of Broward Official Records, dated 11/15/2007 and recorded on 11/21/2007, as Instrument No. 107520647 in Book No. 44834, at Page No. 1156.

Original Mortgagor: PAUL FERRO, A MARRIED PERSON AND LILLY FERRO, A MARRIED PERSON

Original Mortgagee: WELLS FARGO BANK, N.A.

Property Address: 2289 SW 15TH STREET #138 DEERFIELD BEACH, FL 33442

Date: 10/19/2017.

WELLS FARGO BANK, N.A. Eika A. Lish

ERIKA A LISH, Vice President Loan Documentation

STATE OF MN

COUNTY OF Dakota \} s.s.

On 10/19/2017, before me ELIZABETH RADAICH, Notary Public, personally appeared ERIKA A LISH, Vice President Loan Documentation of WELLS FARGO BANK, N.A. personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal.

ELIZABETH RADAICH, Notary Public

Commission #: 31071715

Elizabeth Ladaich

My Commission Expires: 01/31/2021

ELIZABETH RADAICH NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 1/31/21

65cf805b

When Recorded Return To: Nationstar Mortgage LLC C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WHOSE ADDRESS IS 451 7TH STREET S.W., WASHINGTON, DC 20410, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage was made by PAUL FERRO AND LILLY FERRO and recorded in Official Records of the Clerk of the Circuit Court of **BROWARD** County, **Florida**, in **Book 44834 and Page 1156**, upon the property situated in said State and County as more fully described in said Mortgage.

Dated this 03rd day of March in the year 2020 NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY

Hismail VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

TAR MORY THE STALL AND ST

ALVARO ZELEDON

KATELYNN DESROSIERS

WITNESS

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152 CHPAS 411400566 CHAMP DOCR T032003-01:33:21 [C-2] EFRMFL1





STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 03rd day of March in the year 2020, by Hodeifah Ismail as VICE PRESIDENT of NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

COMM EXPIRES: 12/18/2022

VICKY MCCOY NOTARY PUBLIC STATE OF FLORIDA COMM# GG285301 EXPIRES: 12/18/2022

 $Document\ Prepared\ By:\ Dave\ LaRose/NTC,\ 2100\ Alt.\ 19\ North,\ Palm\ Harbor,\ FL\ 34683\ (800)346-9152$

CHPAS 411400566 CHAMP DOCR T032003-01:33:21 [C-2] EFRMFL1







Prepared by and RETURN TO: Wells Fargo Home Mortgage WFHM Final Docs X9999-01M 1000 Blue Gentian Road Eagan, MN 55121

Record & Return To: Vineyard Title, Inc. 433 Plaza Real, Suite 275 Boca Raton, FL 33432

[Space Above This Line For Recording Data]

State of Florida

FHA Case No.095-0493040 958

ADJUSTABLE RATE HOME EQUITY CONVERSION SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on 11/15/07 The mortgagor is

PAUL FERRO, A MARRIED PERSON AND LILLY FERRO, A MARRIED PERSON

whose address is 2289 SW 15TH STREET #138 , DEERFIELD BEACH FL 33442

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest, at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of THREE HUNDRED THOUSAND AND 00/100

300,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on JANUARY 28TH ,2080 this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in BROWARD County, Florida:

0081134637

NMFL# 8811FL (QNFL) Rev. 05/15/2006 XB80: 02/02

Page 1 of 8



THE CONDOMINIUM PARCEL KNOWN AS APARTMENT 138, OF BUILDING 32, MEADOWRIDGE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 8706, PAGE 505, AS AMENDED FROM TIME TO TIME, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

which has the address of 2289 SW 15TH STREET #138

[Street]

 DEERFIELD
 BEACH
 ,
 FL
 33442

 [City]
 [State]
 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's

security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

- **6.** Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property, without notice to the Borrower.
- Property without notice to the Borrower.

 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

13XA: 11/96

- **8. Fees.** Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.
 - 9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or
 - (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (v) An obligation of the Borrower under this Security Instrument is not performed.
 - (b) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.
 - (c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:
 - (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
 - (ii) Pay the balance in full; or
 - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a deed in lieu of foreclosure.
 - (d) Trusts. Conveyance of Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
- 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.
- 11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security

12. Lien Status

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to First Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the First Note unless:

(i) The First Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the holder of the First Note for all

payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b) (i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not: (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all nutstanding principal and accrued interest under the Second Note; or outstanding principal and accrued interest under the Second Note; or (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) No Duty of the Secretary. The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

- (e) Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.
- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.
- **18. Borrower's Copy.** Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

XB81: 02/02 Page 6

- 21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.
- 22. Adjustable Rate Feature. Under the Second Note, the initial stated interest rate of 4.720 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of FEBRUARY 2008 , and on that day of each succeeding year the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.
- (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above FOURTEEN AND 720/1000 percent (14.720 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

- **23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 24. Compound Interest. At the end of each month, accrued interest shall be added to and made a part of the principal balance as a Loan Advance and shall likewise thereafter bear interest.
- **25.** Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]
Condominium Rider Shared Appreciation Rider Planned Unit Development Rider Other (Specify) X CONDOMINIUM RIDER BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:
Colleen Kendel York Bellow Rose BEELOW
Paul Ferrower Seal) Borrower Selly (Seal) Borrower
PAUL FERRO LILLY FERRO
(Seal) -Borrower -Borrower (Space Below This Line For Acknowledgement)
STATE OF Fla , Praward COUNTY SS:
1 2007
The foregoing instrument was acknowledged before me this 15 day of NN , by
Paul Ferro & Lilly Ferro
Paul Ferro & Lilly Ferro who is personally known to me or; who has produced Fla license as identification and who did (did not) take an oath.
Calleen fatura favoll
COLLEEN KATUKA KENDEL ANY COMMISSION 4 DD 399699 E-PPERS ADN 25, 2009 Pendido than Motory Public Underwinders XBB3: 08/97 Page 8

CONDOMINIUM RIDER (Home Equity Conversion Mortgage)

095-0493040 958

THIS CONDOMINIUM RIDER is made this 15TH day of NOVEMBER , 2007 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SECRETARY OF HOUSING AND URBAN DEVELOPMENT

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 2289 SW 15TH STREET #138, DEERFIELD BEACH, FL 33442

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

MEADOWRIDGE CONDOMINIUM

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the payment of the premium for hazard insurance on the Property, and (iii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

0081134637

NMFL #8857A (COR2) Rev 12/2006

20XA: 06/06

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Saul Flux	(Seal)
PAUL FERRO	-Borrower
Lelly Teno	(Seal)
LILLY FERRO	-Borrower
	(Seal)
	-Borrower
	40
	(Seal) -Borrower

(Seal)
-Borrower
(Seal)
-Borrower
(Seal)
-Borrower
(Seal)
-Borrower

This Instrument Prepared By: Record and Return to: Rachel E. Frydman, Esq. 9825 Marina Boulevard, Suite 100 Boca Raton, FL 33428

CLAIM OF LIEN

That Meadowridge Association, Inc. (hereinafter referred to as "ASSOCIATION") a Florida non-profit Corporation, whose principal place of business address is 4800 N. State Road Seven #105, Lauderdale Lakes, FL 33319, files this Claim of Lien upon the following described real property, situate, lying and being in Broward County, Florida, to wit:

The Condominium Parcel known as Apartment 138 of Building 32, MEADOWRIDGE, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 8706, Page 505 of the Public Records of Broward County, Florida, as amended.

The total amount owed to the ASSOCIATION, from the point of delinquency, is \$12,269.95. The breakdown of said amount is as follows:

Delinquent assessments from $-1/1/23 - 12/31/23$ @ \$1,104.00 per quarter	\$ 4	.416.00
Delinquent assessments from $-1/1/24 - 3/31/24$ @ \$1,448.00 per quarter		,448.00
Delinquent assessments from $-4/1/24 - 12/31/24$ @ \$1,297.00 per quarter	\$ 3	,891.00
Delinquent assessments from $-1/1/25 - 1/8/25$ @ \$1,398.00 per quarter	\$ 1	,398.00
Delinquent Letter Fee from 9/18/24	\$	50.00
Attorney's Fees	\$	990.50
Certified Costs	\$	19.32
Attorney's Costs	\$	57.13

This Claim of Lien secures interest at the rate of 10% per annum plus late fees, if any, as well as costs and reasonable attorneys' fees incurred by the Association pursuant to, and as provided in, the recorded governing documents of the Association and Florida Statutes. Additionally, this Claim of Lien secures all assessments which come due, less any payments received, after the filing of this Claim of Lien, including all future assessments that come due through the transfer of title. For payoff information, please contact the undersigned Law Firm.

The record owners of this unit/parcel are: Paul Ferro and Lilly Ferro, his wife

IN WITNESS WHEREOF, ASSOCIATION has caused this Claim of Lien to be executed on the 8th day of January, 2025.

Meadowridge Association, Inc. c/o Rachel E. Frydman, PA.

9825 Marina Boulevard, Suite 100

Boca Raton; FL) 3/8428

BY:

Rachel Effrydman, Esq. Agent for the Corporation

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing Claim of Lien was sworn to and subscribed before me by means of [X] physical presence or [] online notarization, this 8th day of January, 2025, by <u>RACHEL E. FRYDMAN</u> who is produced a driver's license as identification.

EILEEN NEJIB
Notary Public, State of Flor
My Commission Expires:

EILEEN NEJIB MY COMMISSION # HH 252274 EXPIRES: August 12, 2026 Instr# 120223082 , Page 1 of 1, Recorded 05/16/2025 at 02:39 PM Broward County Commission

Case Number: CACE-25-007288 Division: 13

Filing # 223240302 E-Filed 05/15/2025 05:31:29 PM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO .:

Meadowridge Association, Inc. a Florida not for profit corporation, Plaintiff,

v.

PAUL FERRO, DECEASED, TENANT #1, TENANT #2, the names being fictitious to account for parties in possession, all UNKNOWN PARTIES claiming by and through, under, and against the herein named individual Defendants who are not known to be dead or alive, whether said unknown parties may claim an interest, as Spouses, Heirs, Devisees, Grantees, or other Claimant, if any, and CHRIS J. FERRO,

Defendants.

NOTICE OF LIS PENDENS

TO: THE ABOVE-NAMED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that a suit was instituted by the above-named Plaintiff against the above-named Defendants seeking to foreclose a claim of lien by the Plaintiff encumbering the following described real property located in Broward County, Florida:

The Condominium Parcel known as Apartment 138 of Building 32, MEADOWRIDGE, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 8706, Page 505 of the Public Records of Broward County, Florida, as amended. Including the building and appurtenances located thereon and fixtures situated therein.

Property Address: 2289 SW 15th Street #138, Deerfield Beach, Florida 33442

DATED on May 15, 2025

RACHEL E. FRYDMAN, PA 9825 Marina Boulevard, Suite #100 Boca Raton, FL 33428 Telephone: (954) 227-3916

Primary E-Mail: rachel@rachelfrydmanlaw.com Secondary E-Mail: eileen@rachelfrydmanlaw.com

Rachel E. Frydman, Esq.

Rachel E. Frydman, Esq. Florida Bar No. 0152897

This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. We are attempting to collect a debt, and any information obtained will be used for that purpose only.

Instr# 120481077 , Page 1 of 5, Recorded 10/09/2025 at 01:17 PM Broward County Commission

Filing # 233259073 E-Filed 10/08/2025 09:04:04 PM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE25007288 DIVISION: 13 JUDGE: Robinson, Michael A (13)

Meadowridge Association, Inc.	
Plaintiff(s) / Petitioner(s)	
v.	
Paul, deceased Ferro, et al	
Defendant(s) / Respondent(s)	
	_/

IN REM FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE having come before the Court on October 7, 2025 at 8:30 a.m., upon Plaintiff, MEADOWRIDGE ASSOCIATION, INC.'s ("Plaintiff" or the "Association"), Motion for Summary Final Judgment of Foreclosure against the Defendant, PAUL FERRO, DECEASED (the "Owner"), and Defendants, CHRIS J. FERRO, DAWN FRANK, MARK FERRO, PAUL FERRO, and TINA MANN ("Heirs") (Owner, and Heirs are collectively, the "Defendants"), and the Court having considered the Motion and having reviewed the pleadings, exhibits, and Affidavits filed therein, and being otherwise fully advised it is

ORDERED AND ADJUDGED that:

- 1. The Plaintiff's Motion for Final Summary Judgment is GRANTED. This Final Judgment will be IN REM only and therefore is no personal judgment against any of the Defendants, solely for the purpose of foreclosure of the lien. Service of process has been duly and regularly obtained over Owner through Notice of Action entered on June 4, 2025 and via service upon Guardian Ad Litem, *et al.* and via personal service over CHRIS J. FERRO on May 27, 2025, on PAUL FERRO AND MARK FERRO on June 14, 2025, on TINA MANN on June 11, 2025 and on DAWN FRANK on June 14, 2025. The Court has jurisdiction of the parties and the subject matter hereto. The equities are with the Plaintiff.
- 2. There is due and owing to the Plaintiff on account of the lien herein sought to be foreclosed the following sums:
 - (A) **\$15,057.00** Principal and late fees through 10/7/25;
- (B) \$1,263.26 Pre-Judgment Interest from 1/1/23 through 7/21/25 @ \$1.39 per annum;

(C)	<u>\$2,336.01</u>	For Costs now taxed;
(D)	\$ <u>6,338.00</u>	For reasonable Attorney's Fees;
(E)	<u>\$250.00</u>	Expert Witness Fee;
(F)	\$1,500.00	Guardian Ad Litem, et al., Fees and Costs

TOTAL \$26,744.27, together with post-judgment interest at the rate of 8.65% per annum from the date of entry of this Judgment. Let execution issue forthwith.

The court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff that 18.4 hours were reasonably expended by Plaintiff's counsel and that an hourly rate of \$345.00 is appropriate. Plaintiff's counsel represents that the attorneys' fees awarded do not exceed its contract fee with the Plaintiff. The court finds that there is/are no reduction or enhancement factors for consideration by the court pursuant to *Florida Patients Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985)

3. Plaintiff, MEADOWRIDGE ASSOCIATION, INC., whose address is 2387 SW 15th Street, Deerfield Beach, FL 33442, holds a lien for the total sum referred to above, plus interest, superior to all claims or estates of all named Defendants herein on the following described real property located in Broward County:

The Condominium Parcel known as Apartment 138 of Building 32, MEADOWRIDGE, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 8706, Page 505 of the Public Records of Broward County, Florida, as amended.

Property Address: 2289 SW 15th Street, #138, Deerfield Beach, FL 33442.

- 4. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the clerk of this Court shall sell the property at public sale to the highest bidder for cash, except as prescribed in paragraph 5, on **November 13, 2025**, by electronic sale beginning at 10:00 a.m., at www.broward.realforeclose.com, the Clerk's website for on-line auctions.
- 5. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if the Plaintiff is not the purchaser of the property at the sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If the Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Judgment or such part of it as is necessary to pay the bid in full.
- 6. In the event the Plaintiff is the successful bidder at the sale, the Plaintiff shall be entitled to assign the successful bid to a third party, without further order of the Court, and upon Plaintiff submitting an Assignment of Bid, the Clerk is instructed to issue the Certificate of Title to any third party named therein.

- 7. Further, that as of the date of this Judgment until the Foreclosure Sale, it be ordered that the Defendant, PAUL FERRO, DECEASED (the "Owner"), and Defendants, CHRIS J. FERRO, DAWN FRANK, MARK FERRO, PAUL FERRO, and TINA MANN ("Heirs") are to refrain from causing damage to the Unit and/ or taking actions which will diminish the value of the Unit including, but not limited to, removal of any fixtures and/ or appliances from the Unit subject to this Judgment and commonly known as: 2289 SW 15th Street, #138, Deerfield Beach, FL 33442
- 8. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, as far as they are sufficient by paying:
 - (A) All of the Plaintiff's costs;
 - (B) Plaintiff's attorney's fees;
 - (C) Documentary Stamps affixed to the Certificate;
- (D) The total sum due Plaintiff, less the items paid, plus post-judgment interest at the rate prescribed in Paragraph 2, from this date to the date of sale;
 - (E) By retaining any amount remaining pending the further order of this Court.
- 9. On filing the Certificate of Sale, Owner's Right of Redemption as prescribed by Fla. Stat. § 45.0315 shall be terminated. On filing the Certificate of Title with respect to the property described in Paragraph 3 above, the Defendants named herein, and all persons claiming by, through, under or against them since the filing of Notice of Lis Pendens in this action, are foreclosed of all estate, interest or claim in the property described in Paragraph 3, and the purchaser or purchasers at the sale shall be let into possession of the property. The Clerk of the Court is ordered to issue a Writ of Possession upon demand by the purchaser or purchasers without further order of this Court.
- 10. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSON WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

- 11. 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 SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.
- 12. 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 ARE YOU ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT AT THE BROWARD COUNTY COURTHOUSE, 201 SOUTHEAST 6TH STREET, FT. LAUDERDALE, FLORIDA 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.
- 13. 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 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. AT 491 NORTH STATE ROAD 7, 201, FLORIDA 33317 AT 954-736-2400 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. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.
- 14. Jurisdiction of this action is retained for the entry of further orders as are proper, including and without limitation, a deficiency judgment, an order disbursing surplus funds to Plaintiff for post judgment assessments, fees, interest and attorney fees and costs through the date of the issuance of the Certificate of Title and/or an amended final judgment to include continuing post-judgment assessments, interest, late fees and attorney's fees and costs through the date of the issuance of the Certificate of Title.

DONE AND ORDERED in Chambers at Broward County, Florida on 8th day of October, 2025.

CACE25007288 10-08-2025 5:00 PM

Hon. Michael Robinson

CIRCUIT COURT JUDGE

Electronically Signed by Michael Robinson

Copies Furnished To:

Defendant Chris Ferro, Address: 27 Lauren Drive, Dix Hills, NY 11746
Defendant Dawn Frank, Address: 25 Robbins Avenue, Babylon NY 11702
Defendant Mark Ferro, Address: 141 Plitt Avenue, Farmingdale, NY 11735
Defendant Paul Ferro, Address: 8 Ledgewood Circle, Setauket, NY 11733
Defendant Tina Mann, Address: 7612 Pegram Street, Willow Spring, NC 27592

Eileen Nejib , E-mail : eileen@rachelfrydmanlaw.com Kemie King , E-mail : paralegal@kinglindsey.com Kemie King , E-mail : klpaassist@gmail.com Kemie King , E-mail : kking@kinglindsey.com

Rachel Frydman, E-mail: rachel@rachelfrydmanlaw.com

Meadowridge Association, Inc. Plaintiff vs. Paul, deceased Ferro, et al Defendant

Broward County Case Number: CACE25007288 **State Reporting Number:** 062025CA007288AXXXCE

Court Type: Civil

Case Type: Condominium Action

Incident Date: N/A
Filing Date: 05/15/2025

Court Location: Central Courthouse

Case Status: Closed Magistrate Id / Name: N/A

Judge ID / Name: Robinson, Michael A.

Party(ies)

Party Type	Party Name	Address	
Plaintiff	Meadowridge Association, Inc.		★ Frydman, Rachel E., ESQ. Retained Bar ID: 152897 Attn: Rachel E Frydman, PA 9825 Marina BLVD STE 100 Boca Raton, FL 33428 Status: Active
Defendant	Ferro, Paul, deceased		
Defendant	Ferro, Chris J.		
Defendant	Tenant #1 Notice of Dropped Party		
Defendant	Tenant #2		
	Notice of Dropped Party		

Party Type	Party Name	? Address	Attorneys / Address★ Denotes Lead Attorney
Defendant	Frank, Dawn		
Defendant	Ferro, Mark		
Defendant	Ferro, Paul		
Defendant	Mann, Tina		

- Disposition(s)

Total: 1

Date	Statistical Closure(s)	
10/08/2025	Disposed by Default	
Date	Disposition(s)	View / Pages
07/29/2025	Notice of Dropping Party(S) Comment (Plaintiff hereby dismisses the pending action against the Defendants TENANT #1 and TENANT #2) Vol./Book 0 , Page 0, 1 pages Instrument Number 120366653	1 /1
10/08/2025	Final Judgment of Foreclosure Vol./Book 0 , Page 0, 5 pages Instrument Number 120481077	1 /5

Event(s) & Document(s)

Total: 44

Date	Description	Additional Text	View / Pages
10/21/2025	Proof of Publication		1 /3
10/09/2025	Certificate of Service		L /1

Date	Description	Additional Text	View / Pages
10/09/2025	Notice of Sale - Issued by Attorney	November 13, 2025 by electronic sale beginning at 10:00 a.m Party: <i>Plaintiff</i> Meadowridge Association, Inc.	1 /1
10/09/2025	Final Disposition Form		1 /1
07/31/2025	Notice of Hearing		1 /3
07/29/2025	Motion for Summary Final Judgment	PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT	1 /31
07/29/2025	Statement of Facts	PLAINTIFF'S STATEMENT OF MATERIAL FACTS	1 /11
07/22/2025	Letter Returned From Post Office		1 /1
07/17/2025	Report of Guardian Ad Litem	Party: <i>Defendant</i> Ferro, Paul, deceased	1 /5
07/11/2025	Motion for Default & Default	against Party: <i>Defendant</i> Ferro, Mark <i>Defendant</i> Ferro, Paul	L /1
07/11/2025	Notice of Filing	Defendant, Tina Mann's Answer to the Complaint Party: <i>Plaintiff</i> Meadowridge Association, Inc.	L /3
07/09/2025	Summons Returned Served	MARK FERRO, June 11, 2025 at 11:25 am	1 /4
07/04/2025	Summons Returned Served	TINA MANN, 11th day of June, 2025 at 3:50 pm	L /4
07/02/2025	Answer of Guardian Ad Litem		1 /3
07/02/2025	Report of Guardian Ad Litem		1 /5
07/01/2025	Summons Returned Served	N/A, N/A	1 /4
06/30/2025	Order Appointing Process Server		1 /2

Date	Description	Additional Text	View / Pages
06/27/2025	Motion to Appoint Process Server		L /1
06/23/2025	Proof of Publication		L /3
06/22/2025	Notice of Appearance	Unknown Heirs, Devisees, Grantees, Assignees, Creditors, Trustees, and all Other Parties Claiming by through or against the decedent, Paul Ferro	L /2
06/19/2025	Notice of Filing		L /3
06/19/2025	Summons Returned Served	06/14/2025 Party: <i>Defendant</i> Frank, Dawn	L /4
06/11/2025	eSummons Issuance - On Amended	Party: <i>Defendant</i> Frank, Dawn	L /2
06/11/2025	eSummons Issuance - On Amended	Party: <i>Defendant</i> Ferro, Mark	L /2
06/11/2025	eSummons Issuance - On Amended	Party: <i>Defendant</i> Ferro, Paul	L /2
06/11/2025	eSummons Issuance - On Amended	Party: <i>Defendant</i> Mann, Tina	L /2
06/04/2025	Copy to Press	copy of NOA sent to Plaintiff office	
06/04/2025	Copies Mailed	NOA mailed to deft last known address	

Date	Description	Additional Text	View / Pages
06/04/2025	Notice of Action	Party: <i>Defendant</i> Ferro, Paul, deceased <i>Defendant</i> All unknown parties claiming by, through, under and against the herein named individual Defendants who are not known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, devisees, grantees, or other claimants, if any	\ /1
06/04/2025	Certificate of Mailing	Party: <i>Defendant</i> Ferro, Paul, deceased <i>Defendant</i> All unknown parties claiming by, through, under and against the herein named individual Defendants who are not known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, devisees, grantees, or other claimants, if any	L /1
06/03/2025	Amended Complaint	TO FORECLOSE CLAIM OF LIEN AND DAMAGES Party: <i>Plaintiff</i> Meadowridge Association, Inc.	L /33
06/02/2025	Order Appointing Guardian Ad Litem Administrator	ORDER APPOINTING GUARDIAN AD LITEM. ADMINISTRATOR AD LITEM. AND ATTORNEY AD LITEM	L /2
05/30/2025	Summons Returned Served	CHRIS J. FERRO, 22nd day of May, 2025 at 12:07 pm	L /5
05/28/2025	Affidavit of Diligent Search		L /16
05/28/2025	Non-Military Affidavit		L /1
05/28/2025	Certificate of Service		- /1

Date	Description	Additional Text	View / Pages
05/28/2025	Motion to Appoint Guardian Ad Litem	Party: <i>Plaintiff</i> Meadowridge Association, Inc.	1 /2
05/20/2025	eSummons Issuance	ISSUED ON: TENANT # 1	L /2
05/20/2025	eSummons Issuance	ISSUED ON: CHRIS J. FERRO	1 /2
05/15/2025	Per AOSC20-23 Amd12, Case is determined Streamlined		
05/15/2025	Civil Cover Sheet	Amount: \$8,001.00	1 /3
05/15/2025	Notice of Lis Pendens		L /1
05/15/2025	Notice of Filing Designation of Emailing Addresses		1 /1
05/15/2025	Complaint (eFiled)		L /33

- Hearing(s)

Date	Description	Additional Text
11/13/2025	Foreclosure Sale	Hearing Time: 10:00 AM Judicial Officer(s):Not Applicable, , Location: On-line @ www.broward.realforeclose.com

Related Case(s)

Total: 0

There is no related case information available for this case.