

Meeting Date: 10-27-15

Agenda Item 6

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: Request Commission approval to execute a Settlement Agreement and Release of Liens to resolve foreclosure action styled JMNB Capital LLC v Tabatha Fowler et al

Summary of Purpose and Why:

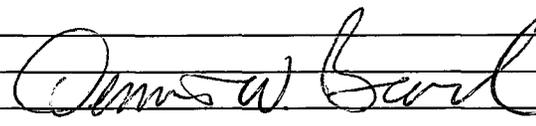
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS BETWEEN THE CITY OF POMPANO BEACH AND POMPANO 1711 LLC, AS ASSIGNEE FOR JMNB CAPITAL, LLC, TO RESOLVE PENDING FORECLOSURE ACTION STYLED JMNB CAPITAL, LLC V. TABATHA FOWLER, ET AL. IN WHICH THE CITY IS A NAMED DEFENDANT; PROVIDING AN EFFECTIVE DATE.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Attorney
- (2) Primary staff contact: Fawn Powers, Assistant City Attorney Ext. 4614
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	9/29/15	✓	City Attorney's Comm. #2015-1495 

Advisory Board
 Planning and Growth Management Director
 Public Works Administrator
 City Manager 



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS BETWEEN THE CITY OF POMPANO BEACH AND POMPANO 1711 LLC, AS ASSIGNEE FOR JMNB CAPITAL, LLC, TO RESOLVE PENDING FORECLOSURE ACTION STYLED JMNB CAPITAL, LLC V. TABATHA FOWLER, ET AL. IN WHICH THE CITY IS A NAMED DEFENDANT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Settlement Agreement and Release of Municipal Liens, Assessments, and Open Permits between the City of Pompano Beach and Pompano 1711 LLC, as assignee for JMNB Capital, LLC, in the foreclosure action pending in Broward County Circuit Court, Case No. 14-020573, which is styled *JMNB Capital, LLC v. Tabatha Fowler, et al.*, a copy of which Settlement Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to ratify execution of the aforesaid Settlement Agreement between the City of Pompano Beach and Pompano 1711 LLC.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



City Attorney's Communication #2015-1495
September 29, 2015

TO: Mayor and City Commission

FROM: Fawn Powers, Assistant City Attorney

VIA: Mark E. Berman, City Attorney

RE: Recommend execution of Settlement Agreement and Release of Liens to resolve foreclosure action styled JMNB Capital, LLC v. Tabatha Fowler, et al.

For your consideration as Exhibit 1 is a proposed Settlement Agreement and Release of Municipal Liens (the "settlement") tailored to address the City's concerns regarding an abandoned single family property located at 1711 NW 2nd Avenue (the "Property") which is the subject of the above referenced foreclosure action by a private lender in which the City has been named as a defendant and Pompano 1711 LLC is the assignee of JMNB's mortgage interest.

The City's interest in the Pompano Property is superior to that of the foreclosing lender as its Code Enforcement lien from Case 03-4056 valued in excess of \$2 million was recorded prior in time to the mortgage being foreclosed upon. Although the City can easily acquire the Property by filing a counterclaim/crossclaim in the pending litigation, staff does not recommend taking title to the Property as the City would have to invest a minimum of \$60,000 to satisfy delinquent taxes and properly rehabilitate the residential structure located thereon. Due to bidding requirements, carrying costs and other relevant considerations, practically speaking it is likely a private party can rehabilitate the Property quicker and for less money than the City.

Other than the City and its Special Magistrate, the latter of which was improperly named in the foreclosure, there are no parties in interest precluding the lender from timely seeking and obtaining a Final Summary Judgment of Foreclosure against the current owners, Tabatha Fowler and Jacqueline Orlando, neither of whom have responded to the subject litigation filed last October. If the settlement is approved, pursuant to applicable rules and the Court's docket, the Property should be sold at public auction by the end of the year and complied by approximately June 2016 or the City has the right to file a high priority lien for \$55,000 which shall be subject to foreclosure immediately upon recording in the Public Records.

Since the settlement will be recorded in the Public Records, the City's right to enforce its terms and ensure the Property is timely complied is preserved against the lender, its assigns and any subsequent purchasers. Within three day after the settlement is approved by the Commission, the lender (and its assigns) will be responsible for maintaining the yard and keeping the residential structure on the Property secured or the City has the right to do so and add the amount of its abatement costs to the settlement sum. In addition, if and when title passes to a new owner,

pursuant to its Code of Ordinances, the City also has enforcement options available to ensure the Property is being properly maintained and secured.

Although the City usually settles the cases I litigate for ten percent of the total Code Enforcement fines (minus credit to owner for compliance costs), the proposed settlement sum of approximately \$7,006.82 as detailed in Exhibit A is significantly less based on the factors stated above and those that follow:

(1) the City's out-of-pocket expenses arising from nuisance abatement and securing costs are limited to \$2,000 and staff has recommending against taking title to the Property;

(2) the lender did not cause the existing violations but is committing to a plan of action to timely resolve them and the City interests, both monetary and otherwise, are protected and preserved should there be a default of the settlement's provisions;

(3) the City's Code Enforcement liens on the Property far exceed its value of \$117,110 as assessed by the Broward County Real Property Appraiser;

(4) the lender has agreed to maintain the yard and keep the house secured while it (or its assigns) retains an interest in the Property or allow the City to correct the violations(s) and be timely reimbursed for its costs; and

(5) the blight caused by the abandoned Property burdens the neighborhood, drains public resources and can be remedied more expeditiously and economically by the private market.

Based on the foregoing, I recommend you approve the terms of the settlement. Please contact me if you have any concerns as this matter will be considered on the Consent Agenda at your meeting on October 13, 2015.

Thank you for your consideration.



FAWN POWERS

l:cor/comsn/2015-1495f

cc: Dennis Beach, City Manager

**SETTLEMENT AGREEMENT
AND
RELEASE OF MUNICIPAL LIENS, ASSESSMENTS AND OPEN PERMITS**

This Settlement Agreement and Release(s) of Municipal Liens, Assessments and Open Permits ("Settlement Agreement") is made and entered into this ____ day of October, 2015, by and between Pompano 1711 LLC, a Florida limited liability company, its successors and assigns (collectively "POMPANO 1711") whose business address is c/o Howard Law Group 450 N. Park Road. #800, Hollywood, FL 33021 and the CITY OF POMPANO BEACH ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, the real property located at 1711 NW 2nd Avenue in Pompano Beach, Florida 33060 (the "Property") the value of which is presently assessed at \$ 117,110 by the Broward County Real Property Appraiser, has been abandoned by its current owners of record, Tabatha Fowler and Jacqueline Orlando;

WHEREAS, the Property is the subject of a pending mortgage foreclosure action in the Seventeenth Judicial Circuit in and for Broward County, Florida, styled JMNB Capital, LLC vs. Tabatha Fowler, Case No. 14-020573, in which the City is a named defendant and has filed an Answer;

WHEREAS, the City has a total of two (2) Code Enforcement liens, two (2) Nuisance Abatement liens, and three (3) Unsafe Structure liens recorded against the Property valued in excess of \$3,600,000 as detailed in Exhibit A which represent all known City liens, violations and monetary fines existing on the Property as of the date of this Agreement;

WHEREAS, POMPANO 1711 alleges its interest in the Property exceeds \$312,000 and results from the Mortgage executed by Tabatha Fowler and Jacqueline Orlando on January 10, 2006, which was recorded in the Public Records of Broward County in Official Records Book 41345, Page 272, and subsequently assigned to POMPANO 1711 pursuant to the Assignment of Mortgage attached as Exhibit B and identified in the Public Records as Instrument #113238034;

WHEREAS, as a result of the municipal lien arising from Code Enforcement Case 03-4056 which was recorded prior in time to POMPANO 1711's mortgage, the City's interest in the Property is in excess of \$2,000,000 and may be superior to that of POMPANO 1711;

WHEREAS, the City's aforesaid superior interest may preclude POMPANO 1711 from obtaining marketable title to the Property;

WHEREAS, the City is not desirous of taking title to, and possession of, the Property as approximately \$6,700.00 in real property taxes are due and owing and it will cost approximately \$55,000.00 to comply the ongoing building violations that exist on the Property; and

WHEREAS, POMPANO 1711 and the City have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("settlement sum") of the seven (7) municipal liens listed in Exhibit A.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, POMPANO 1711 and the City do hereby covenant and agree as follows.

1. Representations. All of the above statements are true and correct to the best of the parties' belief and knowledge.

2. Settlement Sum. Within ten (10) days after POMPANO 1711 assigns its interest in, or takes title to the Property, POMPANO 1711, or its assigns shall pay City by cashier's check the settlement sum of **\$7,006.82**, plus any additional interest that has accrued on the Nuisance Abatement and Unsafe Structure liens until they are paid in full and any monies due under Subsection 4(A)(i) and (ii) herein. On or before fourteen (14) days after the City's receipt of the settlement sum, the City shall execute and record, at its own expense, Releases on the seven (7) municipal liens listed in Exhibit A which CITY represents comprises all of its liens against the Property.

3. Obligations and Rights of POMPANO 1711. POMPANO 1711 shall:

A. Within three (3) days of this Agreement's full execution, clean the yard at the Property and thereafter keep same maintained and the residential structure thereon secured until such time as it no longer retains an interest in the Mortgage or Property;

B. Within ten (10) days from of this Agreement's full execution, file a Notice of Dropping Without Prejudice the City and its Special Magistrate from the above referenced foreclosure action;

C. Within thirty (30) days of this Agreement's full execution, POMPANO 1711 shall file and set for hearing as expeditiously as possible in accordance with Florida Statutes and the Court's availability, its Motion For Final Summary Judgment ("Motion") in the subject foreclosure action;

D. Should the Court grant POMPANO 1711's Motion for hearing, POMPANO 1711 shall request the Court schedule the Property for public auction at the Clerk of Court's first available sale date;

E. Within forty-five (45) days after taking title to the Property, submit to City all documentation required to apply for all permits required to perform the repairs necessary to comply the ongoing building violations cited in Code Enforcement Case 10-06000040;

F. Within ninety (90) days from the date the City issues the last permit required by the immediately preceding Subsection D, complete all such repairs and inspections unless otherwise agreed to, modified, or extended by the City; and

G. Have the right to secure from the City a reasonable extension to the ninety (90) day deadline of the immediately preceding Subsection E, upon POMPANO 1711's good faith

demonstration that the repairs required thereunder are ongoing and substantially complete. Said request shall not be unreasonably withheld.

H. Nothing within this Agreement shall prevent POMPANO 1711 from commencing the remedial repairs required hereunder prior to POMPANO 1711 taking title to the Property.

4. Miscellaneous Terms between POMPANO 1711 and the City.

A. During the pendency of the subject mortgage foreclosure action and until such time as POMPANO 1711 takes title to the Property or the Mortgage is assigned or the Property is sold to a new owner at public auction, POMPANO 1711 agrees to the provisions set forth in Subsections (i) and (ii) below.

(i) **Yard Maintenance.** Upon being notified by City in accordance with the provisions of Paragraph 23 herein, POMPANO 1711 and its assigns shall be allowed three (3) days to correct any existing public nuisance conditions as defined in Section 96.26(C)(1)-(11) of the City's Code of Ordinances. If POMPANO 1711 or its assigns do not timely comply the subject public nuisance violations, City shall do so and its abatement costs plus a \$100 administrative fee shall be added to the settlement sum of \$7,006.82.

(ii) **Residential Structure on the Property to be Kept Secure.** Upon being notified by City in accordance with the provisions of Paragraph 23 herein, POMPANO 1711 and its assigns shall be allowed 24 hours to properly secure the residential structure on the Property. If POMPANO 1711 or its assigns do not timely properly secure the residential structure, City shall do so and its cost to secure the structure plus a \$100 administrative fee shall be added to the settlement sum of \$7,006.82

B. POMPANO 1711's rights and obligations shall terminate under this Agreement if and when the Property is sold to a new owner and the total settlement sum due under this Agreement has been paid to City or if POMPANO 1711 sells, assigns or otherwise transfers the Mortgage that is the subject of said pending litigation

5. City's Obligations and Rights. City shall:

A. Record this Settlement Agreement in the Public Records of Broward County, Florida within ten (10) days of its full execution and any and all subsequent assignees of the Mortgage or purchasers of the Property shall remain obligated to comply with, and be subject to, its terms.

B. Cooperate with POMPANO 1711 and/or its agents to expedite the permitting process and inspections required to perform the necessary repairs to comply the building violations cited in Code Enforcement Case 10-06000040 and any other violation(s);

C. Grant POMPANO 1711's reasonable requests for extensions of time to comply the violations cited in Code Enforcement Case 10-06000040 and any other violation(s); and not unreasonably, arbitrarily or capriciously refuse to grant said requests if the requisite repairs are ongoing and substantially completed. Said request(s) shall not be unreasonably withheld.; and

D. If POMPANO 1711 has not timely completed the repairs in accordance with the ninety (90) day deadline set forth in Paragraph 3.E. above and the City has not agreed to otherwise extend same, with ten (10) business days written notice to POMPANO 1711, immediately record a \$55,000 municipal lien, less the cost of any repairs already made by POMPANO 1711. Said lien shall be prior in dignity to all liens on said Property which shall be subject to foreclosure immediately upon recording in the Public Records.

6. Force Majeure. In the event POMPANO 1711's failure to perform the repairs required hereunder is due to conditions beyond POMPANO 1711 control including accidents, death, acts or God, terrorism or force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for POMPANO 1711 to correct the adverse effect of such event of force majeure.

7. No Precedent. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

8. Complete Agreement. This Settlement Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Settlement Agreement. Each party warrants that it has not relied on any promises or representations outside of this Settlement Agreement.

9. No Oral Modifications. This Settlement Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any of its other provisions.

10. Voluntary Agreement and Consultation with Counsel. POMPANO 1711 and City represent and acknowledge that they (a) have read this Settlement Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Settlement Agreement.

11. Assignment of Claims. Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein as of the date of this Agreement. Nothing within this Settlement Agreement shall prevent POMPANO 1711 from assigning its Mortgage or

otherwise selling or transferring its interest in the Property. In the event POMPANO 1711 assigns its Mortgage or otherwise transfers its interest in the Property to another party, POMPANO 1711's rights and obligations hereunder shall transfer to said party and POMPANO 1711 shall be released from any and all further liability hereunder.

12. Authority. Each party expressly covenants, represents and warrants that it has the authority to enter into this Settlement Agreement, and that each person signing on behalf of CAESARS and the City has the requisite power to bind that person, public body or entity.

13. Governing Law. This Settlement Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

14. Severability. Should any provision of this Settlement Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

15. Expenses. Each of the parties shall bear their own attorney fees, costs and expenses incurred or to be incurred in connection with, related to or arising out of this Settlement Agreement, including any transactions contemplated herein.

16. Further Assurances. Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Settlement Agreement.

17. No Obligation to Third Parties. Except for the parties to this Settlement Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement except as otherwise provided herein

18. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

19. Default. In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

20. Survival of Provisions. All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

21. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, successors, heirs, and/or personal representative as the case may be.

22. Attorney's Fees and Costs. If a legal action in enforcing this Agreement is initiated by any party to this Agreement against any other party arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by the prevailing party, including but not limited to attorney's fees, in investigating, preparing for, prosecuting, defending against, providing evidence, producing documents or taking any other action in respect of such legal action, shall be the obligation, of and shall be paid or reimbursed by, the unsuccessful party.

23. Notice and Demands. A notice, demand, or other communication hereunder by either party to the other shall be given or delivered sufficiently if it is in writing and sent via email or facsimile to the representatives named below or such other representative as either party may subsequently designate in writing to serve in this regard. All notices hereunder and communications with respect to this Settlement Agreement shall be effective upon the sending thereof to the persons named above.

If to POMPANO 1711: Harris Howard, Esquire
Harris@HowardLawFL.com
(954) 893-7874, x 12
harris@howardlawfl.com

If to the City: Fawn Powers, Assistant City Attorney
Fawn.Powers@copbfl.com
(954) 786-4083

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IN WITNESS WHEREOF, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

Mark E. Berman, CITY ATTORNEY

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"POMPANO 1711"

POMPANO 1711 LLC, a Florida limited liability company

Witnesses:

Deanna Deschene

Sign name of Witness 1

[Signature]

Jason Kraus

Print Name of Managing Member

Deanna Deschene

Print name of Witness 1

[Signature]

Sign name of Witness 2

Mackenzie Morrison

Print name of Witness 2

STATE OF FLORIDA)
)ss
COUNTY OF ~~BROWARD~~) PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of October, 2015, by Jason Kraus as Manager of POMPANO 1711, LLC who is personally known to me or has produced FL DL as identification.

NOTARY'S SEAL:



Joni A Biggs
NOTARY PUBLIC, STATE OF FLORIDA

Terri A Biggs
(Name of Acknowledger Typed, Printed or Stamped)

EE831137
Commission Number

Exhibit "A"

<u>Type</u>	<u>Case #</u>	<u>Complied</u>	<u>Daily Accrual</u>	<u>Reference</u>	<u>Balance due as of 10/13/15</u>
Code Enforcement	10-06000040	no	\$1000.00	BK47825 PG0787	\$1,712.100.00
Code Enforcement	03-4056	yes	\$ 0.00	BK37207 PG1484	\$2,071,050.00
Unsafe Structure	10-055	yes	\$ 0.00	BK47655 PG1512	\$ 270.20
Unsafe Structure	13-8000156	yes	\$ 0.04	BK50410 PG1281	\$ 385.45
Unsafe Structure	13-8000174	yes	\$ 0.05	BK50570 PG1711	\$ 468.43
Nuisance Abatement	30096	yes	\$ 0.04	BK49922 PG0973	\$ 421.72
Nuisance Abatement	40684	yes	\$ 0.05	BK50427 PG0533	\$ 461.02
				TOTAL	\$3,785,156.82

Settlement Breakdown

Code Enforcement Case 03-4056 (complied)	\$ 2,500.00
Code Enforcement Case 10-06000040 (building violations; not complied)	\$ 2,500.00
Total of 3 Unsafe Structure and 2 Nuisance Abatement liens as of 7/1/15	\$ 2,006.82
Settlement amount	\$ 7,006.82

EXHIBIT
B

PREPARED BY
RECORD AND RETURN TO:
POMPANO 1711, LLC
140 Intracoastal Pointe Drive Suite 306
Jupiter, FL 33477

[Space Above This Line for Recording Data]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Caesars, LLC, a Florida Limited Liability Company, whose address is 378 NORTHLAKE BLVD #176, NORTH PALM BEACH, FL 33408 its successors and assigns, (hereinafter referred to as "Assignor") in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby assigns and transfers to POMPANO 1711, LLC, a Florida Limited Liability Company, whose address is 1000 WOOD HAVEN LANE SW, VERO BEACH, FL 32962 (hereinafter referred to as "Assignee") all of its right, title and interest in and to that certain Mortgage executed by Tabatha Fowler and Jacqueline Orlando, with an original principal amount of \$217,000.00 to Mortgage Lenders Network USA, Inc. and bearing the date of January 10, 2006 and recorded Official Records Book 41345 at Page 272 on January 26, 2006 of Official Records in the County Recorder's office of BROWARD County, State of Florida, describing the real property legally described as:

Lot 22 in Block 2 of KENDALL GREEN SECTION 'A', according to the plat thereof recorded in Plat Book 43, Page 49, of the Public Records of Broward County, Florida

including the buildings, appurtenances, and fixtures located thereon.
Property Address: 1711 NW 2nd Avenue, Pompano Beach, FL 33060 ("Property")

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The Original principle amount due under the Note(s) is Two Hundred Seventeen Thousand Dollars and no cents (\$217,000.00).

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by its duly authorized officer this 31 day of ~~June~~ ^{August} 2015.

WITNESSES:

Signed, sealed and delivered
in our presence:

Christina MacMullen
Witness 1 Signature
Christina MacMullen
Witness 1 Printed Name

James Robinson
Witness 2 Signature
James Robinson
Witness 2 Printed Name

CAESARS, LLC, a
Florida Limited Liability Company

By:

[Signature]
Printed Name: SINDY SOUTHAMMAVONG
As the owner of

CAESARS, LLC
a Florida Limited Liability Company

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

BEFORE ME, the undersigned authority, this 31 day of August 2015 personally appeared, SINDY SOUTHAMMAVONG as the Manager of CAESARS, LLC, a Florida Limited Liability Company who is [] personally known to me; or M produced FL Dr. License as identification, and who did take an oath, and stated that he executed the above and foregoing freely and voluntarily for the purposes therein expressed.



Christina MacMullen
NOTARY PUBLIC, STATE OF FLORIDA
Christina MacMullen
Printed Name: