

Property Information	For Internal Use Only
Property Address:833 madison ct palm beach gardens fl 33410County:Palm BeachOwner Name:Ivan Isakovic and Jelena B. Isakovic, husband and wife	ETS File #: LB-040912-13 Order Info: Rush order by 5pm!

**Legal Description:** Lot 38, EVERGREEN P.C.D. PLAT EIGHTS, according to the Plat thereof, as recorded in Plat Book 101, at Page 68, of the Public Records of Palm Beach County, Florida.

Dee	d Information:	Type: Special Warra	anty Deed		
Tit	le is vested in:	Ivan Isakovic and Jelen	a B. Isakovic, husba	and and wife2	
Title	received from:	Communities Finance Co	ompany, LLC		
Dated:	12/30/05	Recorded:	01/20/06	Book & Page:	19819/923

1st Mortgage:	\$406,566.00	Dated:	12/30/05	Recorded:	01/20/06 OR 19819/925		
Lender:	Mortgage Electronic Registration Systems, Inc., as nominee for Amnet Mortgage, Inc. DBA American Mortgage Network of Florida, now held by Bank of Ameri, N.A. Successor OR 24863/1526, 11/21/11						
Borrower:	Ivan Isakovic, a m	Ivan Isakovic, a married man					
2nd Mortgage:	\$50,833.00	Dated:	12/30/05	Recorded:	01/20/06 OR 19819/952		
Lender:	Mortgage Electronic Registration Systems, Inc., as nominee for Amnet Mortgage, Inc. DBA American Mortgage Network of Florida, as Modified OR 19819/952 01/20/06						
Borrower:	Ivan Isakovic, a m	arried man					
3rd Mortgage:	\$	Dated:		Recorded:			
Lender:							
Borrower:							

Lien, Judgement & Comments	<b>Tax Information</b>			
1. Claim of Lien, OR 22863/959, 09/18/08 2. Lis Pendens, , OR 24239/1878, 12/06/10	Tax ID:	52-42-41-25-11-00	00-0380	
<ol> <li>Final Judgment of Foreclosure, \$22,916.52, OR 24815/717, 10/25/11</li> <li>Lis Pendens, OR 24075/805, 09/15/10</li> </ol>	Tax Year:	2011		
	Date Paid:	11/30/11	Amount:	\$6,874.79
(REMAINS OPEN)	Assessed Value:	\$307,849	Exemption:	\$
	Annual: X	Installments:	Deli	quent:

#### **Foreclosure Auction Information**

Case # 2010CA019218 is a foreclosure auction for the lienholder EVERGREEN MSTR ASSN with a final judgement of \$22,916.

If you successfully win this auction the following liens will remain open:

MORTGAGE WITH BANK OF AMERICA for \$406,566

2ND MORTGAGE WITH MERS/AMNET MORTGAGE for \$50,833

CLAIM OF LIEN for \$3,683

WC13-FF2

STILLWATER CREEK

File No.408921 Property Tax Folio

Prepared by and Return to:

Suite 101

Judith Wheeler.

First Fidelity Title, Inc. d\b\a WCI Title

Palm Beach Gardens, Florida 33410

11641 Kew Gardens Avenue

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CFN 20060037086 OR BK 19819 PG 0923 RECORDED 01/20/2006 09:14:58 Palm Beach County, Florida AMT 508,335.00 Doc Stamp 3,558.80 Sheron R. Back, CLERK & COMPTROLLER Pgs 0923 - 924; (2pgs)

<sup>D</sup> SPECIAL WARRANTY DEED

THIS SPECIAL WARKANTY DEED, made this 30 day of <u>Ole Could</u> 2005 between Communities Finance Company, LLC, a Delaware limited liability company, whose address is 11631 Kew Gardens Avenue, Palin Bach Gardens, Florida 33410(hereinafter called the "Grantor"), and Ivan Isakavic and Jelena B. Isakovie whose mailing address is 833 Madison Court Single Family Palm Beach Gardens, Florida 33410 hus Joand Quid WiFe

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10,00) and other good and valuable consideration, to it in hand paid, the teceipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land Unig and being in the County of Palm Beach, State of Florida, as more particularly described to with

WITNESSETH:

Lot 38 of EVERGRENE P.C.D. PLAT EIGHT, according to the Plat thereof as recorded in Plat Book 101, Page 68, of the Public Records of Palm Beach County Florida,

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO but not limited to the following:

- 1. Real estate taxes and/or assessments for the year 2005 and all subsequent years which are not yet due and payable.
- 2. Zoning, building code and other use restrictions imposed by governmental authority.
- 3. Oil, gas and mineral interests of record, if any.
- 4. Restrictions, dedications and easements as shown on Evergrene P.C.D. Plat Two, as recorded in Plat Book 95, Page 29, and on Evergrene P.C.D. Plat Eight recorded in Plat Book 110, page 124 of the Public Records of Palm Beach County, Florida.
- Declaration of Covenants, Conditions and Restrictions for Evergrene Community, recorded on December 6, 2002 in Official Records Book 14486, Page 0001, of the Public Records of Palm Beach County, Florida, as may be amended from time to time.
- Declaration of Covenants, Conditions and Restrictions for Parcel 6(Heritage Park) recorded in Official Records Book 17730, page 1885, of the Public Records of Palm Beach County, Florida, as may be amended from time to time.

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7. Covenants, conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, provided however the foregoing shall not be deemed or construed as re-imposing any such items of record.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to the Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES:	» »-/////	COMMUNITIES FINANCE COMPANY, L	.LC, a
Witness Signature:	to whit	BY: Printed Name: Steven Wilson	<u> </u>
Printed Name:	ebæeShstre/d E	Title: Vice President (CORPORATE SEAL)	
	<u>~</u> ~		

#### STATE OF FLORIDA COUNTY OF PALM BEACH

Witness my hand and official seal in the County and State last aforesaid this 12/3(407

My Commission Expires:

RESECCA S. SCHOFIELD NOTARY PUBLIC: STATE OF FLORIDA COMMISSION # DDS58531 EXPIRES 9/27/2003 500DED THR. 1-38L-RCTARY

Notary Public

STATE OF FLORIDA AT LARGE (SEAL) Commission Number: My Commission Repires.

WCI3FF8

Return To:

AMERICAN MORTGAGE NETWORK, INC. P. O. BOX 85463 SAN DIEGO, CALIFORNIA 92186

This document was prepared by:

CFN 20060037087 OR BK 19819 PG 0925 RECORDED 01/20/2006 09:14:58 Palm Beach County, Florida AMT 406,566.00 Deed Doc 1,423.10 Intang 813.13 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0925 - 951; (27pgs)

KELLY WEELAN			
$\nabla \mathcal{O}_{\mathbf{x}}$			
[Space	e Above This Line For Recording	g Data]	
E CO	MORTGAGE		LOAN NO. 225-340836 1001310-2250340836-5
E.			
DEFINITIONS			
	3		
Words used in multiple sections of the Sections 3, 11, 13, 18, 20 and 24. Cer also provided in Section 16.	nis document are defined train rules regarding the us	below and age of wor	other words are defined in ds used in this document are
(A) "Security Instrument" means this together with all Riders to this documen		DECEMBEI	Ř 30, 2005 ,
(B) "Borrower" is IVAN ISAKOVIC, A MARRIEL	Man and Toi	ned	by Jelena B
		ISC.K	by Jelena B lave, his wife
	St. J		
Borrower is the mortgagor under this Se (C) "MERS" is Mortgage Electronic F	curity Instrument	MEDS is a	annanda annumiting diet is
acting solely as a nominee for Lender	and Lender's successors.	and assigns	MERS is the mortgage
under this Security Instrument. MERS address and telephone number of P.O. E	s is organized and existing.	under the l	aws of Delaware, and has an

(D) "Lender" is AMNET MORTGAGE, INC., DEA AMERICAN MORTGAGE NEFRORK OF FLORIDA FLORIDA-Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT WITH MERS Form 3010 1/01 Form 3010 1/01

199FL

## Book19819/Page925

Page 1 of 27

Lender is CORPORATION

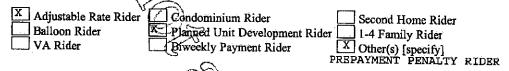
organized and existing under the laws of THE STATE OF DELAWARE Lender raddress is P. O. BOX 85463, SAN DIEGO, CA 92186

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 30, 2005 The Note states that Borrower owes Lender FOUR HUNDRED SIX THOUSAND FIVE HUNDRED

U.S. \$ AND 00/100 Dollars (U.S. \$ 406,566.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2036 (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:



(1) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower of the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation of other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

6A(FL) (0005)

Page 2 of 16

Form 3010 1/01

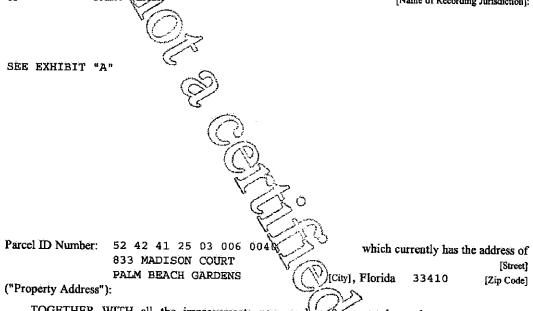
Book19819/Page926

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RISPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note: and (ii) the performance of Borrower's covenants and agreements under this Security Instrument inditive Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction]: PALM REACH [Name of Recording Jurisdiction]:



TOGETHER WITH all the improvements now or hereafter crected on the property, and all casements, 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreeless and sell the Property; and to take any action required of Lender including, but not limited to, releasing, and canceling this Security Instrument.

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-6A(FL) (0005)

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Signed, scaled and delivered in the presence	of:	4 MM	
Roist		Jun Jahmit	<b>_</b>
Maryth Smith			-Borrower
	IV	AN ISAKOVIC	
Marting	J	elens & Isc Jalena B Isal	(Address)
Marc Should 9		Jelena B ISa	KOUNC -Borrower
KO_			
- T			(Address)
	Seal)		(Seal)
Children	rower		-Borrower
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

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STATE OF FLORIDA, PAIM Beach The foregoing instrument was acknowledged before me this December 30, 2005by ±Van ±SAKOUC 4 Jelena B ISOKOUC Ò who is personally known to me or who has produced as identification. Notary Public eeca.s SCHOFIELD NOTARY PUBLIC - TATE OF PLORIDA COMMISSION # DD358531 EXRIALS 327/2008 BONDEC -6A(FL) (0005) Form 3010 1/01 Page 16 of 16

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#### EXHIBIT "A"

Lot 38 of EVERGRENE P.C.D. PLAT EIGHT, according to the Plat thereof as recorded in Plat Book 101, Page 68, of the Public Records of Palm Beach County, Florida.

CFN 20080143348 OR BK 22578 PG 0277 RECORDED 04/16/2008 08:50:21 Linda Chelvam, Esquire Prepared by: Palm Beach County, Florida Record & Return to: Law Office of Marshall C. Watson RDAND 1800 NW 49<sup>th</sup> Street, Suite 120 Sharon R. Bock, CLERK & COMPTROLLER RECORD AND 
 1800 NW 49
 Sneet, butter 12

 Fort Lauderdale, Florida 33309

 Telephone:
 (954) 453-0365
 Pg 0277; (1pg) RETURNTO (954) 771-6052 Facsimile: ť  $\sim$ ASSIGNMENT OF MORTGAGE į-KNOW ALL MEN BY THESE PRESENTS: THAT MORT GAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMARET MORTGAGE, INC., DBA AMERICAN MORTGAGE NETWORK OF FLORIDA residing or located at 1595 SPRING HILL RD, #310, VIENNA, VA 22182 \_\_\_\_\_herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is and in consideration of the sum of \$1.00 Dolar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto COUNTRYWIDE HOME LOANS, INC. residing or located at: e/o Countrywide Home Loans, Inc. 7105 CORPORATE DRIVE, PLANO, TX 75024 herein designated as the assignee, the mortgage executed by IVAN ISAKOVIC AND JELENA B. ISAKOVIC recorded January 29, 2016 in Palm Beach County, Florida at Book 19819 and Page 925 encumbering the property more particularly designed as follows: Q LOT 38 OF EVERGRENE P.C.D. PLAT EIGHT, ACCORDING TO THE PLAT THEREOF AS RECORDED EVELAT BOOK 101, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon TO HAVE AND TO HOLD the same unto the said assignce, its successors and assigns forever, but without recourse on the undersigned, effective as of \_ ظرجهك In Witness Whereof, the said Assignor has been with the set of the MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLULY AS A NOMINEE FOR AMNET MORTGAGE, INC., DBA AMERICAN MORTGAGE NETWORK OF FLORIDA <u>~</u>  $\sim$ ATTEST: \_ CARYN A. GRAHAM ASSISTANT SECRETARY Signed in th WITNESS Print Name SMIL TTTUSonoann WITNESS Print Name: KayTula STATE OF FLORIDA COUNTY OF BROWARD PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ March \_\_\_\_\_\_ 2008 \_\_\_\_\_ within my invitations the within my invitations of the state. \_\_ day of \_\_March \_ ..., 2008\_\_\_, within my jurisdiction, the within named who CARYN A. GRAHAM, ASSISTANT SECRETARY acknowledged to me that (s)he is \_ and that for and on behalf of Mortgage Electronic Registration Systems, Inc., Acting Solely As A Nominee For Amnet Mortgage, Inc., Dba American Mortgage Network Of Florida and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by Mortgage Electronic Registration Systems, Inc., Acting Solely As A Nominee For Animet Mortgage, Inc., Dba American Mortgage Network Of Florida to do so. WITNESS my hand and official seal in the County and State last aforesaid this day of March .2008. NOTARY PUBLIC \*\*\*\*\*\*\* 2010 · ni BLIC OF FLORID

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CFN 20110433300 OR BK 24863 PG 1526 RECORDED 11/21/2011 13:23:27 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pg 1526; (1pg)

#### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned assignor ("Assignor"), does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

#### BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

all of Assignor's right, title and interest in and to that certain Mortgage dated December 30, 2005 from IVAN ISAKOVIC AND JELENA B ISAKOVIC to Assignor in the amount of \$406,566.00, recorded in Official Records Book 19819 Page 925, of the public records of **Paim Beach County**, Florida, together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby. This assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

This loan was owned by the Assignee prior to the Assignee filing a foreclosure action on August 24, 2010. The date of execution of this Assignment of Mortgage by the Assignor is not reflective of the date the loan was transferred to the Assignee. The execution of this document is a ministerial act completed to comply with the state law as to how the transfer is to be documented and is not reflective of the transfer date itself.

) )->	ASSIGNOR: Countrywide Home Loans, Inc.	
	Ву:	(SEAL)
- O,	Name: Kowandra McFarland	
10	Title: Assistant Vice President	_ ,
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### STATE OF Texas

• K 32. 1

COUNTY OF Dallas

Prepared by and return to: Tanya D. Simpson, Esq. Smith, Hiatt & Diaz, P.A. P.O. Box 11438 Fort Lauderdale, FL 33339-1438

On  $\underline{11/2/11}$  before me  $\underline{0.4}$ ,  $\underline{0.4}$ , a Notary Public in and for said state, personally appeared  $\underline{112/11}$  before me  $\underline{0.4}$ ,  $\underline{0.4}$ , a Notary Public in and for said state, personally appeared  $\underline{112}$ ,  $\underline{112}$  before me  $\underline{0.4}$ ,  $\underline{112}$ , a Notary Public in and for said state, personally appeared  $\underline{112}$ ,  $\underline{112}$  before me  $\underline{0.4}$ ,  $\underline{112}$ , and  $\underline{112}$  before me  $\underline{0.4}$ ,  $\underline{112}$ ,  $\underline{112}$  before me  $\underline{0.4}$ ,  $\underline{112}$  before m

I certify under PENALTY OF PERJURY under the laws of the State of <u>Texas</u> that the foregoing paragraph is true and correct.

Notary Public WAR NGUYEN

WITNESS my hand and official seal this <u>2</u> day of	November 2011
QUAN NGUYEN Notary Public, State of Texas My Commission Expires September 11, 2013	Max a comparison in a second point $f = f = f = f = f$

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	CFN 20060037088 OR BK 19819 PG 0952 RECORDED 01/20/2006 09:14:58 Palm Beach County, Florida
	AMT 50,833.00 Deed Doc 178.15 Intang 101.67
	Sharon R. Bock, CLERK & COMPTROLLER Pgs 0952 - 956; (5pgs)
P° T	
WHEN RECORDED WAL TO: AMNET MORTGAGE NE; DBA AMERICAN MORTGAGE NETWORK ( 150 SOUTH PINE ISLAND ROAD #200 PLANTATION, FLORIDA 3332	OF FLORIDA
DOC ID #: 225340861	
	BOVE FOR RECORDERS USE
CHL #: 116804713 MORTGAGE (Line of Credit)	MIN 100131022503408613
THIS MORTGAGE, dated DECEMBER 30 . 2005 , is between IVAN ISAKOVIC, A MARRIED MAN Of Jel 2004	BISAKOUC, his wife
residing at 833 MADISON COURT, PALM BEACH-GARDENS, FLO	DRIDA 33410
the person or persons signing as "Mortgagor(s)" below and hereinafter n Registration Systems, Inc. ("MERS") (solely as nominee for MINET MORTGAG	MORTGAGE INC., DBA AMERICAN E NETWORK OF FLORIDA
(hereinafter "you" or "Lender") and Lender's successors and assigns 48501-2026, tel. (888) 679-MERS, referred to as the "Mortgage."	)," with an address at P.O. Box 2026, Flint, MI
Borrower understands and agrees that MERS holds only legal title to the in necessary to comply with law or custom, MERS, (as nominee for Lender) exercise any or all of those interests, including, but not limited to, the rig action required of Lender including, but not limited to, releasing or cancel	abil Lender's successors and assigns), has the right: to
MORTGAGED PREMISES: In consideration of the loan hereinafter MERS (solely as nominee for Lender and Lender's successors and assig power of sale, the premises located at: 833 MADISON COURT	described, we hereby mortgage, grant and convey to ns) and to the successors and assigns of MERS, with
Street PALM BEACH GARDENS PALM BEACH Municipality County and further described as: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PAR	State 33410 (the "Premises").
The second	

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The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

HELOC - FL Mortgage with MERS FE-4331(FL) (0204) PLATINUM/GMD

Page 1 of 4 FORMSEDGE - (800)635-4111

J.B.T.

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LOAN: The Mortgage will secure your loan in the principal amount of \$ 50,833.00 advanced and readvanced from time to time to IVAN ISAKOVIC or so much thereof as may be

and

, the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated DECEMBER 30, 2005 , plus interest and costs, late charges and all other charges related to the Ioan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth or the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

#### BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate axes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit one or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will inaintain the Duilding(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name your as "prottgaged" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior writter or buffer of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other like an proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign on pathe to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. You payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated DECEMBER 30, 2005 and given by us to

## AMNET MORTGAGE INC DBA AMERICAN MORTGAGE NETWORK OF FLORIDA

as mortgagee, in the original amount of \$ 406,566.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage as and when required under the Prior Mortgage.

FE-4331(FL) (0204)

Page 2 of 4

T.B.Ľ.

Book19819/Page953

(h) HAZARDEAS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES. We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, of permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants, will before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs of documentary evidence, abstracts and till reports.

ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WATVERS: To the extent permitted by applicable law, we waive and valease-any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future eveners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another mammer, (a) any notice to us provided for in this Morigage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at 150 SOUTH PINE ISLAND ROAD #210, PLANTATION, FLORIDA 33324

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

FE-4331(FL) (0204)

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GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written. WITNESS: eder (SEAL) Marri a Mortgagor: IVAN ISAKOVIC Ilena B. Isakovir" Mortgagar: JelenA B. ISAKO (SEAL) OVIC (SEAL) Mortgagor: (SEAL) STATE OF FLORIDA, O County ss: PALM BEACH The foregoing instrument was acknowledged before me this IVAN ISAKOVIC, A MARRIED MAN + Je 90 DECEMBER 30, 2005 by Se long SAKUVIC who is personally known to me or who has produced as identification. ſ Notary Public REBECCA S. SCHOFFELD NOTARY PUBLIC STATE OF ALORDA COMMISSION & DO358531 EXPIRES 9/27/2001 BONDED State Unitsel State

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FE-4331(FL) (0204)

Page 4 of 4

EXHIBIT "A"

Lot 38 of EVERGRENE P.C.D. PLAT EIGHT, according to the Plat thereof as recorded in Plat Book 101, Page 68, of the Public Records of Palm Beach County, Florida. 

## 

CFN 20070029782 OR BK 21321 PG 0917 RECORDED 01/19/2007 10:14:47 Palm Beach County, Florida AMT 49,167.00 Deed Doc 172.20 Intang 98.33 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0917 - 921; (5pgs)

THIS INSTRUMENT PREPARED BY:

When recorded mail to: FIRST AMERICAN TITLE INSURANCE DENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVERAND, OHIO 44114 ATTN: FF120 LOAN NUMBER: 116804713 ASSESSOR PARCEL NUMBER:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND

DISCLOSURE STATEMENT

1032740

This Modification Agreement (this "Modification") is made as of 12/14/2006, between IVAN ISAKOVIC (the "Borrower(s)") and Countrywide Home Loans, Inc.. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Mortgage which states the property is vested in IVAN ISAKOVIC A MARRIED MAN AND JELENA B ISAKOVIC, HIS WIFE, dated 12/30/2005 and recorded 1/20/2006, in Book Number 19819, at Page Number 952, as Document No. 20060037088, in the Official Records of the County of PALM BEACH, State of Florida (the "Security Instrument"), and covering the real property with a commonly known address as: 833 MADISON COURT, PALM BEACH GARDENS, FL 33410, and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Amendment to Credit Limit: My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$100,000.00.
- 2. Amendment to Margin: The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 2.875 percentage points.
- 3. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:
  - a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
  - b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;

\* Original loan amount \$50,833.00

Initials DJ J

Book21321/Page917

Page 1 of 5

#### LOAN NUMBER 116804713

- c) I am/We are the only owner(s) of the Property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 12/30/2005. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
  - ) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There are no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
  - I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) (I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we vokuntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) If Lender-has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
- h) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my(our loan being in default, civil liability and/or criminal penalties.
- 4. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.
- 5. Effective Date/Availability of Funds: If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 12/24/2006. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

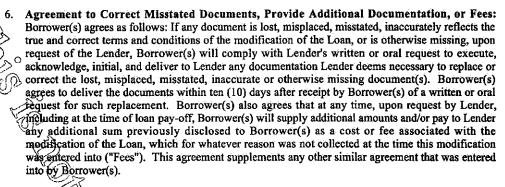
MODAGRBTH 4804 08/17/2005

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-2-

#### LOAN NUMBER 116804713



- 7. Request by Lender: Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facile evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documentation
- 8. Failure to Deliver Deciments can Constitute Default: Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.
- Modification Fee: Borrower(s) agree to pay a fee of \$150.00 which Countrywide Home Loans, Inc. will charge to the credit line governed by the Home Equity Line of Credit Agreement and Disclosure Statement.

NN Initials

MODAGRBTH 4804 08/17/2005

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-3-

#### LOAN NUMBER 116804713

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written. BORROWER(S) 11 Date AN ISAK OVIC ate Witness v of Witness Signature Signature of Witnes 0 Q WNER(S)  $\alpha \cap$ The undersigned hereby consents to the execution of this Modification which serves to increase the lien amount on the Subject Property 19/06 C Jelens SQUOVI Ø JELENA B ISAKOVIC Date Date Witness Igement for Borrower(s)/Owner(s) Notary Acknow State of Ø County of Ő 9 On before me Date of Notary Public personally appeared/VAN (SAKOVC is subscribed to IS A Koll C ρ an ena Name(s) of Borrower(s)/Owner(s) Personally known to me Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subsoribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)

on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

-4-

WITNESS MY/HAND AND/OFFICIAL SEAL Signatur 70 w Signature of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA Florence March-Johnson Commission # DD219024 Expires: JUNE 02, 2007 BONDED THRU ATLANTIC BONDING CO., INC.

MODAGRBTH 4804 08/17/2005

## Book21321/Page920

EXHIBIT A A PARCEL OF LAND LOCATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND KNOWN AS: BEING LOT NUMBER 38 IN EVERGRENE P.C.D. PLAT EIGHT AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 101 PAGE 68 OF PALM BEACH COUNTY RECORDS. Permanent Parcel Number: 52-42-41-25-11-000-0380 IVAN ISAKOVIC AND JELENA B. ISAKOVIC, AS HUSBAND AND WIFE 833 MADISON COURT, PALM BEACH FL 33410 Loan Reference Number : 4529489/116804713 First American Order No: 11032740 Identifier: FIRST AMERICAN LENDERS ADVANTAGE Ø ISAKOVIC-11032740 FIRST AMERICAN LENDERS ADVANTAG MODIFICATION AGREEMENT A 

THIS INSTRUMENT PREPARED BY Will Call Box 165 (Palm Beach County Only) DICKER, KRIVOK & STOLOFF, P.A. 38/8 Australian Avenue South, Suite 400 West Palm Beach, Florida 33409 (561) 615-0123

Sharon R. Bock, CLERK & COMPTROLLER

CFN 20080344255

Pg 0959; (1pg)

OR BK 22863 PG 0959

RECORDED 09/18/2008 08:28:12 Palm Beach County, Florida

**CLAIM OF LIEN** 

STATE OF FLORIDA

COUNTY OF PA LM BEACH

BEFORK ME, the undersigned authority, personally appeared Scott A. Stoloff, Esquire, who, after being duly sworn, says that he is the attorney for EVERGRENE MASTER ASSOCIATION, INC. (the "Association"), Post Office Address: 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409, and that pursuant to Declaration of Covenants, Conditions and Restrictions for Evergrene Community, the Association is owed the following assessments for common expenses:

Due	Amt	Due	Amt
March 30, 2007	\$807.00	June 30, 2007	\$807.00
September 30, 2007	\$807.00	December 30, 2007	\$1,438.43
March 30, 2008	\$1,438.43	June 30, 2008	\$1,438.43
	Q		

In addition, a lien for legal fees and costs is claimed, together with interest at the rate of 18% per annum and further additional maintenance and special assessments which have come due or will come due subsequent to the last due date listed herein above, interest as it accrues, late fees and costs of collection including attorneys' fees after said due date, up to and including the date of payment and release of this Claim of Lien.

The Lienor claims this lien on the following described property in PALM BEACH County, Florida:

( -

By:

LOT 38, EVERGRENE P.C.D. PLAT EIGHT according to the Plat thereof, recorded in PLAT BOOK 101, PAGE 68, of the Public Records of PALM BEACH County, Florida,

currently owned by Ivan Isakovic and Jelena B. Isakovic.

The amount due to the Lienor remains outstanding as of September 8, 2008.

SS

Signed, sealed and delivered in the presence of: EVERGRENE MASTER ASSOCIATION, INC.

Janet Sa Christine Ley

Scott A. Stoloff, Arthorized Agent

The foregoing instrument was acknowledged before me on this day of September, 2008, by Scott A. Stoloff, Esquire, who is personally known to me and who did take an oath.

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Notary Public, State of Florida at Large. My commission expires:

20081699.12

HATTIE J. JONES MY COMMISSION # DD 447718

EXPIRES: October 17, 2009 any Public U

Ronded Inru

	IN THE CIRCUIT COURT OF THE 15 <sup>TH</sup> JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA	W
L.A.	CASE NO.	1
EVERGRENE MASTER ASSOCIATION	50 2010 CA 019218 XXXX MB	-
TO THE ABOVE HAMED DEFEND	E OF LIS PENDENS ANTS, AND ALL OTHERS WHOM IT MAY CONCERN:	
(C)°	his action by the above-named Plaintiff against you seeking n assessments on the following property in PALM BEACH	
County, Florida:	assessments of the following property in TALM DEACT	
LOT 38, EVERGRENE PCD. 1 recorded in PLAT BOOK 101, PAC County, Florida, DATED thisday of July, 2019	PLAT EIGHT, according to the Plat thereof, GE 68, of the Public Records of PALM BEACH	
·	DICKER, KRIVOK & STOLOFF, P.A. 1818 Australian Avenue South, Suite 400 West Palm Beach, Florida 33409 Telephone: (561) 615-0123 Facsimile: (561) 615-0128 By: Scott A. Stoloff, Esquire Florida Bar No. 958867 Attorney for the Plaintiff	

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CFN 20100466950, OR BK 24239 PG 1878, RECORDED 12/06/2010 17:31:34 Sharon R. Bock, CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 1

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

#### CASE NO.: 502010CA019218XXXXMBAW

EVERGRENE MASTER ASSOCIATION, INC.,

IVAN ISAKOVIĆ AND JELENA B. ISAKOVIA,

Defendants.

FILED

## FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE was heard on the Plaintiff's Motion for Summary Final Judgment of Foreclosure, in regards to Count Flor *in rem* foreclosure relief, and the Court, having reviewed the pleadings of record, having heard argument of Counsel on October 25, 2011, and being otherwise fully advised in the premises it is thereupon:

ORDERED AND ADJUDGED as follows:

 This Court has jurisdiction of the subject matter hereof and the parties hereto and finds that the equities of this cause are with the Plaintiff and against the Defendants.

2) The Defendant, IVAN ISAKOVIC AND JELENA B. ISAKOVIC, was properly served by publication with a Notice of Action filed on December 27, 2010 with a response deadline of February 18, 2011 and a Default was entered on July 29, 2011.

3) Plaintiff's attorneys will reasonably expend a total of 10.5 hours in representing the Plaintiff in this action, and the Court finds that \$225.00 per hour for 5.0 hours of work and \$250.00 per hour for 5.5 hours of work is a reasonable hourly fee for counsel's services to the Plaintiff herein. Plaintiff has also incurred pre-litigation flat-fee attorney's fees totaling \$350.00,

Page 1 of 5

## CFN 20110397089, OR BK 24815 PG 717, RECORDED 10/25/2011 16:16:47 Sharon R. Bock, CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 5

VS.

which the Court finds to be reasonable for the services rendered to the Plaintiff herein.

5) There is a Claim of Lien held by the Plaintiff for the total sum specified in the preceding paragraph superior in dignity to any right, title, interest or claim of the Defendant, upon the property herein foreclosed and situated in Palm Beach County, Florida and described as follows:

LOT 38, EVERGRENE P.C.D. PLAT EIGHT, according to the Plat thereof, recorded in PLAT BOOK 101, PAGE 68, of the Public Records of PALM BEACH County, Florida,

Property address is: 833 Madison Court, Palm Beach Gardens, FL 33410.

CFN 20110397089 BOOK 24815 PAGE 718, 2 OF 6

6) If the aforesaid total sum due to the Plaintiff, plus interest on the aforesaid unpaid principal at the rate of 6% per annum from and after the date of this Judgment, and all costs of this proceeding incurred subsequent to the date of this Judgment, are not forthwith paid, the Clerk of this Court shall sell said property at Public Sale at 10:00 A.M., on the day of day of day of day of 2011, to the highest bidder or bidders, for cash, online at www.mypalmbeachclerk.clerkauction.com., after having first given notice as required by Section 45.031, Florida Statutes. The Plaintiff may cancel the Public Sale by faxing the Clerk of the Court notification of such cancellation.

Page 2 of 5

7) The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, and shall be reimbursed therefore by the Clerk out of the proceeds of the sale if the Plaintiff shall not become the purchaser of the property at the sale.

The Plaintiff may be bidder for the purchase of said property at the sale. If the Plaintiff shall be the purchaser at the sale, then the Clerk shall credit on the bid of the Plaintiff the total sum herein found to be due to the Plaintiff, or such portion thereof as may be necessary to fully pay the bid of the Plaintiff, except the sums mentioned in Paragraph 7 of this Judgment must be paid in cash or equivalent tender (Se Plaintiff's law firm trust account check).

9) After confirmation of the sale, whether confirmation be by the Clerk filing the Certificate of Sale or by Order of this Court ruling upon objections to that sale, the Clerk shall make distribution of the proceeds of that sale by paying:

A. All costs and expenses of these proceedings subsequent to the entry of this Final Judgment, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale (unless the Plaintiff, having already paid for those two items of costs, shall be the purchaser at the sale), the cost of the State documentary stamps affixed to the Certificate of Title (based upon the amount bid for the property, plus costs are paid by the purchaser), and the fee allowed to the attorneys for the Plaintiff.

B. The total sum herein found to be due to the Plaintiff, less the attorney's fees mentioned in Paragraph 9.A. next above, plus interest on the total sum specified in Paragraph 4, hereof, at the rate of 6% per annum from the date of this Judgment.

10) If the total amount realized on the sale exceeds the total of the sums ordered to be paid by Paragraph 9 of this Judgment, the Clerk shall disburse the surplus as this Court shall hereafter direct, and if the total amount realized shall not be sufficient to pay all of those sums, the Clerk shall pay first those sums specified in Paragraph 9.A. above and shall pay the balance to the Plaintiff.

Page 3 of 5

CFN 20110397089 BOOK 24815 PAGE 719, 3 OF 5

11) Upon the confirmation of the sale, whether by the Clerk filing the Certificate of Sale herein or by Order of the Court ruling objections to the sale, the Defendant, and any and all persons claiming by, through, or under Defendant since the date of the filing of the Lis pendens herein, are forever harred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to said property herein described, and upon the Clerk filing the Certificate of Title, the purchaser at the sale, or his or her representatives or assigns shall be let into possession of said property after the issuance of the Certificate of Title. The Clerk of this Court is hereby directed to issue a Writ of Possession upon application for same by Plaintiff, and with a further order of this Court.

12) This Court retains jurisdiction of this Cause to settle all other questions that this Court has jurisdiction to settle, including but not limited to entering a Deficiency Judgment against the Defendant. If the Defendant has received a bankruptcy discharge the amount of a Deficiency Judgment, if any, will be limited to the amount permitted by law.

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

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

15) IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF, YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 205 N. DIXIE HIGHWAY, WEST PALM BEACH, FL 33401,

Page 4 of 5

**561-355-4820** WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU 16) ATM 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 THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL AID SOCIETY OF PALM BEACH COUNTY, 423 FERN STREET, SUITE 200, WEST PALM BEACH, FL 33401, 561-655-8944 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 SOCIETY OF PALM BEACH COUNTY, 423 FERN STREET, SUITE 200, WEST PALM BEACH, FL 33401, 561-655-8944 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE. DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, on 16  $\mathbb{C}$ this 2011

Copies furnished to:

Dicker, Krivok, & Stoloff, P.A., Attorneys for the Plaintiff, Suite 400, 1818 Australian Avenue South, West Palm Beach, Florida, 33409

**CIRCUIT COURT JUDGE** 

Ivan Isakovic and Jelena Isakovic, 5280 N.W. 2<sup>nd</sup> Avenue, Apt. 115, Boca Raton, FL 33487; 119 Tranquilla Drive, Palm Beach Gardens, FL 33410; 833 Madison Court, Palm Beach Gardens, FL 33410

T:\Documents\Laurie\lienForeclosures\EvergreneMaster\Isakovich(833)\fsj

**Report Selection Criteria** 

Case ID:2010CA019218Docket Start Date:Docket Ending Date:

## **Case Description**

Case ID: 502010CA019218XXXXMB Case Caption: EVERGRENE MASTER ASSOCIATION V IVAN ISAKOVIC Division: AW - HOY Monday, July 26th, 2010 Filing Date: **CA - CIRCUIT CIVIL** Court: Location: **MB - MAIN BRANCH** Jury: N-Non Jury N1 - NON HR FORECLOSURE =< \$50K Type: Status: **AS - REDISPOSED** 

## **Related Cases**

No related cases were found.

## **Case Event Schedule**

No case events were found.

## **Case Parties**

Seq #	Assoc	Expn Date	Туре	ID	Name		
1			PLAINTIFF	<u>@2337615</u>	EVERGREEN MASTER ASSOCIATION INC	Aliases:	none
			<u> </u>				
2	1		ATTORNEY	0958867	STOLOFF , ESQ, SCOTT A	Aliases:	none
					· · · · · ·		
3		27-DEC- 2011	DEFENDANT	<u>@2337616</u>	ISAKOVIC, IVAN	Aliases:	none
			,	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
4			DEFENDANT	@2337617	ISAKOVIC, JELENA B	Aliases:	none
	4 <b></b>	- <u> </u>		· · · · ·	·		
5			JUDGE	AW	HOY, JUDGE JOHN J	Aliases:	none

# Docket Entries

	<u>T</u>	<u> </u>	r <sup>iteratio</sup>			
Docket Number	Docket Type		Book and Page No.	Attached To:		
	00000 - A	DDITIONAL COMMENTS				
Filing Date:		26-JUL-2010	······			
Filing Party:		·				
Disposition A	nount:					
Docket Text:		none.		<u> </u>		
	PE - PEN	DING	]			
Filing Date:		26-JUL-2010		· · · · · · · ·		
Filing Party:	~			· ····		
<b>Disposition A</b>	mount:	·				
Docket Text:		none.	· · · · · · · · · · · · · · · · · · ·			
	800F1 - C	AFF =< \$50K				
Filing Date:		26-JUL-2010				
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
Disposition Amount:		· · · · · · · · · · · · · · · · · · ·				
Docket Text:		none.	ter and the second s	· · · · · · · · · · · · · · · · · · ·		
	0LISP - F	EE/LIS PENDENS (\$5.60)				
Filing Date:		26-JUL-2010				
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
<b>Disposition A</b>	mount:					
Docket Text:		none.				
1	CMP - CC	OMPLAINT				
Filing Date:		26-JUL-2010				
Filing Party:		EVERGREEN MASTER ASSOCIAT	ION INC,			
Disposition A	mount:		· · · ·			
Docket Text:		none.		·····		
2	CCS - CIV	/IL COVER SHEET				
Filing Date:		26-JUL-2010				
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
Disposition A	mount:					
Docket Text:		none.		· · · · ·		
3	SMIS - SU	JMMONS ISSUED				
		n an		·		

Filing Date:		26-JUL-2010				
Filing Party:		ISAKOVIC, IVAN				
<b>Disposition An</b>	nount:					
Docket Text:		SM-10-111630				
4	SMIS - SU	JMMONS ISSUED				
Filing Date:		26-JUL-2010				
Filing Party:	· · · · · · · · · · · · · · · · · · ·	ISAKOVIC, JELENA B	· · · · · · · · · · · · · · · · · · ·			
<b>Disposition An</b>	nount:					
Docket Text:		SM-10-111631		· · · · · · · · · · · · · · · · · · ·		
5	LISP - LIS	PENDENS	Book 024239 - Page 01878	· · · · · · · · · · · · · · · · · · ·		
Filing Date:	· · · · · · · · · · · · · · · · · · ·	26-JUL-2010	in the second	· · · · · · · · · · · · · · · · · · ·		
Filing Party:		EVERGREEN MASTER ASSOCIATI	ON INC,			
<b>Disposition An</b>	nount:	· · · · · · · · · · · · · · · · · · ·				
Docket Text:	· · · · · ·	none.				
	RCPT - R	ECEIPT FOR PAYMENT	]	<u>.</u> .		
Filing Date:		28-JUL-2010				
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
<b>Disposition An</b>	nount:	]				
Docket Text:		A Payment of -\$426.60 was made on receipt CAMB443620.				
6	NOAC - N PUBLICA	NOTICE OF ACTION - TION				
Filing Date:		27-DEC-2010				
Filing Party:						
<b>Disposition An</b>	nount:					
Docket Text:	·· · · ·	TO IVAN ISAKOVIC MANDATORY 25 2011 COPIES MAILED DEC 30 2		BDBR JAN 18 &		
7	NOF - NC	DTICE OF FILING				
Filing Date:		27-DEC-2010				
Filing Party:		EVERGREEN MASTER ASSOCIAT	ION INC,			
<b>Disposition Ar</b>	mount:	]				
Docket Text:		SWORN STATEMENT FOR SERVICE	CE BY PUBLICATION			
8	NOAC - N PUBLICA	NOTICE OF ACTION - TION				
Filing Date:		27-DEC-2010				
Filing Party:						
<b>Disposition A</b>	mount:	]	·	· · · · · · · · · · · · · · · · · · ·		

Docket Text:	TO JELENA B ISAKOVIC MANDATORY DATE FEB 18 2011 PUB PBDBR JAN 18 & 25 2011 COPIES MAILED DEC 30 2010		
9 NOF - NC	DTICE OF FILING		
Filing Date:	27-DEC-2010		
Filing Party:	EVERGREEN MASTER ASSOCIATION INC,		
Disposition Amount:			
Docket Text:	SWORN STATEMENT FOR SERVICE BY PUBLICATION		
10 PPUB - F	ROOF OF PUBLICATION		
Filing Date:	26-JAN-2011		
Filing Party:	EVERGREEN MASTER ASSOCIATION INC,		
Disposition Amount:			
Docket Text:	NOT OF ACTION		
11 PPUB - F	ROOF OF PUBLICATION		
Filing Date:	26-JAN-2011		
Filing Party:	EVERGREEN MASTER ASSOCIATION INC,		
Disposition Amount:			
Docket Text:	NOT OF ACTION		
12 MDFT - N	NOTION FOR DEFAULT		
Filing Date:	27-JUL-2011		
Filing Party:	EVERGREEN MASTER ASSOCIATION INC,		
Disposition Amount:	]		
Docket Text:	,IVAN ISAKOVIC AND JELENA B. ISAKOVIC,		
13 DFT - DE	FAULT		
Filing Date:	29-JUL-2011		
Filing Party:	ISAKOVIC, JELENA B		
<b>Disposition Amount:</b>			
Docket Text:	AND IVAN ISAKOVIC		
14 MOT - M	OTION		
Filing Date:	17-AUG-2011		
Filing Party:	EVERGREEN MASTER ASSOCIATION INC,		
Disposition Amount:			
Docket Text:	FOR SUMMARY FINAL JUDGMENT AND AWARD OF COSTS AND ATTORNEYS FEES		
15 NOH - NO	OTICE OF HEARING		
Filing Date:	31-AUG-2011		
Filing Party:			

<b>Disposition An</b>	nount:				
Docket Text:		PLAINTIFF'S MOTION FOR SUMMARY FINAL JUDGMENT AND AWARD OF COSTS AND ATTORNEY'S FEES; 10/25/11 @ 9 AM			
17	NOSA - N	OTICE OF SALE			
Filing Date:		25-OCT-2011			
Filing Party:		EVERGREEN MASTER ASSOCIATI	ON INC,		
<b>Disposition An</b>	nount:				
Docket Text:		11/29/11 EVERGRENE MASTER AS	SOC VS IVAN ISAKOVIC		
18	DORF - D	OR FORECLOSURE FORM			
Filing Date:		25-OCT-2011			
Filing Party:		EVERGREEN MASTER ASSOCIATI	ON INC,		
<b>Disposition An</b>	nount:				
Docket Text:		AMENDED	· · · · · · · · · · · · · · · · · · ·		
29	FJFC - FII	NAL JUDGMENT FORECLOSURE		- · · · · · ·	
Filing Date:		25-OCT-2011			
Filing Party:					
<b>Disposition An</b>	nount:				
Docket Text:		\$22,916.52 SALE DATE 11/29/11 DTD OCT 25TH 2011 CARNEY BK 24815 / PG 717			
	[				
	DJ - DISP	OSED BY JUDGE		29	
Filing Date:	DJ - DISP	OSED BY JUDGE 25-OCT-2011		29	
Filing Date: Filing Party:	DJ - DISP			29	
	<u> </u>			29	
Filing Party:	<u> </u>			29	
Filing Party: Disposition An	nount:	25-OCT-2011		29	
Filing Party: Disposition An Docket Text:	nount:	25-OCT-2011 none.		29	
Filing Party: Disposition An Docket Text: 19	nount:	25-OCT-2011 none. ETURNED MAIL		29	
Filing Party: Disposition An Docket Text: 19 Filing Date:	nount: RMAL - R	25-OCT-2011 <i>none.</i> ETURNED MAIL 01-NOV-2011		29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party:	nount: RMAL - R	25-OCT-2011 <i>none.</i> ETURNED MAIL 01-NOV-2011		29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An	nount: RMAL - R nount:	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN		29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text:	nount: RMAL - R nount:	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC		29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text: 20	nount: RMAL - R nount:	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC ROOF OF PUBLICATION	] ] ] ION INC,	29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text: 20 Filing Date:	nount: RMAL - R nount: PPUB - P	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC ROOF OF PUBLICATION 08-NOV-2011	] ] ] ION INC,	29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text: 20 Filing Date: Filing Party:	nount: RMAL - R nount: PPUB - P	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC ROOF OF PUBLICATION 08-NOV-2011	] ] ION INC,	29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text: 20 Filing Date: Filing Party: Disposition An	nount: RMAL - R nount: PPUB - P	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC ROOF OF PUBLICATION 08-NOV-2011 EVERGREEN MASTER ASSOCIAT	] ] ION INC,	29	
Filing Party: Disposition An Docket Text: 19 Filing Date: Filing Party: Disposition An Docket Text: 20 Filing Date: Filing Party: Disposition An Docket Text:	nount: RMAL - R nount: PPUB - P	25-OCT-2011 none. ETURNED MAIL 01-NOV-2011 ISAKOVIC, IVAN AND JELENA ISAKOVIC ROOF OF PUBLICATION 08-NOV-2011 EVERGREEN MASTER ASSOCIAT NOTICE OF SALE	] ION INC,	29	

Filing Party:		ISAKOVIC, IVAN				
Disposition Amount:						
Docket Text:		CASE NUMBER 11-42251-EPK FILED ON 11/22/11				
22 SGBK - S		UGGESTION OF BANKRUPTCY	· · · · · ·			
Filing Date:		23-NOV-2011				
Filing Party:		ISAKOVIC, IVAN		· · · · · ·		
<b>Disposition An</b>	nount:					
Docket Text:		FAXED RECEIVED: A SUGGESTION CASE#2011-42251-EPK FILED ON 1		BEEN FILED		
	108FF - C	AFF/REOPEN (\$50.00)				
Filing Date:		13-DEC-2011				
Filing Party:						
<b>Disposition An</b>	nount:	a an				
Docket Text:		none.				
	RO - REO	PEN		·		
Filing Date:		13-DEC-2011				
Filing Party:	· · · ·					
<b>Disposition An</b>	nount:					
Docket Text:		none.				
23	МОТ - МС	DTION	<u></u>			
Filing Date:		13-DEC-2011				
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
<b>Disposition An</b>	nount:		· · · · · · · · · · · · · · · · · · ·			
Docket Text:		(EXPARTE) RESET SALE				
	RCPT - R	ECEIPT FOR PAYMENT	and the second second second second			
Filing Date:	_	14-DEC-2011				
Filing Party:			· · · · · · · ·			
Disposition An	nount:					
Docket Text:		A Payment of -\$50.00 was made on receipt CAMB627435.				
24	ORST - O	ORDER RESETTING				
Filing Date:		15-DEC-2011				
Filing Party:				· · · · · · · · · · · · · · · · · · ·		
Disposition Ar	nount:					
Docket Text:		RESCHEDULED SALE DATE 1/30/1	2 DTD DEC 14TH 2011 HC	ŊΥ		
	AS - RED	ISPOSED		24		
Filing Date:		15-DEC-2011				
			· · · · · · · · · · · · · · · · · · ·	<u></u>		

Page 6 of 8

Filing Party:				
<b>Disposition An</b>	nount:			
Docket Text:		none.		
25	SGBK - SI	JGGESTION OF BANKRUPTCY		
Filing Date:		27-DEC-2011		
Filing Party:		ISAKOVIC, IVAN		
<b>Disposition An</b>	nount:			
Docket Text:		ORDER REINSTATING CHAPTER 13 BANKRUPTCY CASE NUMBER 11- 42251-EPK (FAX COPY)		
26	SGBK - SI	UGGESTION OF BANKRUPTCY		
Filing Date:		27-DEC-2011		
Filing Party:		ISAKOVIC, IVAN		
Disposition An	nount:			
Docket Text:	· · · · ·	ORDER REINSTATING CHAPTER 13 CASE 11-42251-EPK		
27	RMAL - R	ETURNED MAIL		
Filing Date:		06-JAN-2012		
Filing Party:		ISAKOVIC, IVAN		
<b>Disposition An</b>	nount:			
Docket Text:		AND JELENA ISAKOVIC		
	RO - REO	PEN		
Filing Date:		01-FEB-2012		
Filing Party:				
Disposition An	nount:			
Docket Text:		none.		
	108FF - C	AFF/REOPEN (\$50.00)		
Filing Date:	<u></u>	01-FEB-2012		
Filing Party:				
Disposition Ar	nount:			
Docket Text:		none.		
	RCPT - R	ECEIPT FOR PAYMENT		
Filing Date:		01-FEB-2012		
Filing Party:				
<b>Disposition Ar</b>	mount:			
Docket Text:		A Payment of -\$50.00 was made on receipt CAMB643765.		
28	MOT - MO	DTION		
Filing Date:		01-FEB-2012		

- Not an Official E	Document			Page 8 of 8		
Filing Party:		EVERGREEN MASTER ASSOCIATION INC,				
<b>Disposition Am</b>	nount:					
Docket Text:		EX-PARTE MOTION TO RE-SET FORECLOSURE SALE				
30	NOH - NO	TICE OF HEARING				
Filing Date:		08-FEB-2012				
Filing Party:			· · · · · · · · · · · · · · · · · · ·			
<b>Disposition An</b>	nount:		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
Docket Text:		PLAINTIFF'S MOTION TO RESET FO FOR 2/22/12	ORECLOSURE SALE - HE	ARING IS SET		
31	ORST - O	RDER RESETTING				
Filing Date:		22-FEB-2012	and the second			
Filing Party:						
<b>Disposition An</b>	nount:					
Docket Text:		RESCHEDULED SALE DATE 4/9/12 DTD FEB 22ND 2012 HOY				
	AS - RED	ISPOSED		31		
Filing Date:		22-FEB-2012		· · · · · · · · · · · · · · · · · · ·		
Filing Party:						
<b>Disposition An</b>	nount:			<u></u>		
Docket Text:		none.				
32	NOSA - N	IOTICE OF SALE		· · · · · · · · · · · · · · · · ·		
Filing Date:		22-FEB-2012				
Filing Party:	·	· · · · · · · · · · · · · · · · · · ·				
<b>Disposition An</b>	nount:	]				
Docket Text:	· · · · · · · ·	4/9/12 EVERGRENE MASTER ASSO	OCIATION V IVAN ISAKOV	IC ET AL		
33	PPUB - P	ROOF OF PUBLICATION		<u> </u>		
Filing Date:		09-MAR-2012				
Filing Party:		EVERGREEN MASTER ASSOCIATI	ION INC,			
<b>Disposition</b> An	nount:					
Docket Text:		NOTICE OF SALE				

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA. CIVIL DIVISION

CASE NO.

BAC HOME LOANS SERVICING, LP FKA COUNTRY WIDE HOME LOANS SERVICING LP,

50 2010 CAO 2174 3 XXXX NA Plaintiff, VISAKOVIC; JELENA B ISAKOVIC; MORTGAGE ELECTRONIC ΙVÀ REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR A MORTGAGE, INC., D/B/A AMERICAN MORTGAGE NETWORK OF FLORIDA, MIN NO. 100131022503408613; EVERGRENE MASTER ASSOCIATION, INC.; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED Defendants. NOTICE OF LIS PENDENS NOTICE IS HEREBY GIVEN that suit was instituted in the above styled Court on 2010, by the above styled Plaintiff against the above styled Defendants. The purpose of the suit is to foreclose a certain mortgage upon the following property: LOT 38, OF EVERGREATE C.D. PLAT EIGHT, ACCORDING TO THE PLAT THEREOF, AS 101, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH RECORDED IN PLAT BOOK COUNTY, FLORIDA. ð All persons are therefore warned and advised of the pendency of this suit. SMITH, HIATT & DIAZ, P.A. Attorneys for Plaintiff PO BOX 11438 Fort Lauderdale, FL 33339-1438 Telephone: (954) 564-0071 By: Rick A. Garcia Florida Bar No. 0078187

1183-90031

CFN 20100344416, OR BK 24075 PG 805, RECORDED 09/15/2010 10:27:44 Sharon R. Bock, CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 1

Page 1 of 7

**Report Selection Criteria** 

Case ID:2010CA021743Docket Start Date:2010CA021743

## **Case Description**

Case ID:	502010CA021743XXXXMB
Case Caption:	BAC HOME LOANS V IVAN ISAKOVIC
Division:	AW - HOY
Filing Date:	Tuesday , August 24th, 2010
Court:	CA - CIRCUIT CIVIL
Location:	MB - MAIN BRANCH
Jury:	N-Non Jury
Туре:	N3 - NON HR FORECLOSURE => \$250K
Status:	PE - PENDING

## **Related Cases**

No related cases were found.

## **Case Event Schedule**

No case events were found.

## **Case Parties**

Seq #	Assoc	Expn Date	Туре	ID	Name		
1			PLAINTIFF	@1825516	BAC HOME LOANS SERVICING LP	Aliases:	none
2	1		ATTORNEY	<u>0078187</u>	GARCIA ESQ, RICHARD A	Aliases:	none
3		22-NOV- 2011	DEFENDANT	@2369217	ISAKOVIC, IVAN	Aliases:	none
		<u></u>	·				
4			DEFENDANT	@2369218	ISAKOVIC, JELENA B	Aliases:	none
			*				
5			DEFENDANT	@2369204	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	Aliases:	none
	<del>السنة:</del>				·	1	•

6		RGRENE MASTER Aliases	none
			nono
	DEFENDANT @492572 UNK	NOWN TENANT NO 1 Aliases	none
8	DEFENDANT @492573 UNK	NOWN TENANT NO 2 Aliases	none
9	JUDGE AW HOY	, JUDGE JOHN J Aliases	none
		,	
10 6	ATTORNEY 0958867 STO	LOFF , ESQ, SCOTT A Aliases	: none
	a da antiga da antig		

## **Docket Entries**

Docket Number	Docket Type		Book and Page No.	Attached To:	
	00000 - A	DDITIONAL COMMENTS		· · ·	
Filing Date:	· ·	24-AUG-2010	· · · · · · · · · · · · · · · · · · ·	· · ·	
Filing Party:	·		· · · · · · · · · · · · · · · · · · ·	·	
<b>Disposition</b> Ar	nount:			· · · · · · · · · · · · · · · · · · ·	
Docket Text:		none.	· · · · · · · · · · · · · · · · · · ·	· · · · ·	
	PE - PEN	DING			
Filing Date:		24-AUG-2010			
Filing Party:					
<b>Disposition</b> Ar	nount:				
Docket Text:	· · · · ·	none.			
	800F3 - C	AFF => \$250K	]		
Filing Date:		24-AUG-2010			
Filing Party:		BAC HOME LOANS SERVICING LP,			
<b>Disposition</b> Ar	mount:				
Docket Text:	-	none.			
	0LISP - F	EE/LIS PENDENS (\$5.60)			
Filing Date:		24-AUG-2010			
Filing Party:		BAC HOME LOANS SERVICING LP,			

Disposition An			
Disposition An Docket Text:		none.	······································
1	· · · ·	MPLAINT	
Filing Date:	<u>L</u>	 24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP,	
Disposition An	nount:	<u></u> ,	
Docket Text:	i	none.	
2	LISP - LIS	PENDENS	Book 024075 - Page 00805
Filing Date:		24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP,	
<b>Disposition An</b>	nount:		
Docket Text:		none.	
3	CCS - CIV	/IL COVER SHEET	
Filing Date:		24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP,	
<b>Disposition An</b>	nount:	· · · · · · · · · · · · · · · · · · ·	
Docket Text:		none.	
4	SCLM - S	TATEMENT OF CLAIM	
Filing Date:		24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP,	
<b>Disposition An</b>	nount:		
Docket Text:		none.	
5	SCLM - S	TATEMENT OF CLAIM	
Filing Date:		24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP,	
<b>Disposition</b> An	nount:		
Docket Text:		none.	
6	NOF - NC	DTICE OF FILING	
Filing Date:		24-AUG-2010	
Filing Party:		BAC HOME LOANS SERVICING LP	,
Disposition Ar	nount:		· · · · · · · · · · · · · · · · · · ·
Docket Text:	1	FORM "A"	anna
7	SMIS - SI	UMMONS ISSUED	
Filing Date:		24-AUG-2010	
Filing Party:		ISAKOVIC, IVAN	

Disposition An	nount:			
Docket Text:		SM-10-128013		
8	SMIS - SL	JMMONS ISSUED		
Filing Date:		24-AUG-2010		
Filing Party:		ISAKOVIC, JELENA B		
<b>Disposition An</b>	nount:			
Docket Text:		SM-10-128014		
9	SMIS - SL	JMMONS ISSUED		
Filing Date:	· · · · · · · · · · · · · · · · · · ·	24-AUG-2010		
Filing Party:		MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC,		
<b>Disposition An</b>	nount:			
Docket Text:		SM-10-128015		
10	SMIS - SL	JMMONS ISSUED		
Filing Date:		24-AUG-2010		
Filing Party:		EVERGRENE MASTER ASSOCIATION INC,		
<b>Disposition An</b>	nount:			
Docket Text:		SM-10-128016		
11	SMIS - SL	JMMONS ISSUED		
Filing Date:	· · · ·	24-AUG-2010		
Filing Party:		UNKNOWN TENANT NO 1,		
<b>Disposition An</b>	nount:			
Docket Text:	· · · · · · · · · · · ·	SM-10-128017		
12	SMIS - SL	JMMONS ISSUED		
Filing Date:	· · · · · · · · · · · · · · · · · · ·	24-AUG-2010		
Filing Party:		UNKNOWN TENANT NO 2,		
Disposition An	nount:			
Docket Text:	<u>.</u>	SM-10-128018		
	RCPT - R	ECEIPT FOR PAYMENT		
Filing Date:		27-AUG-2010		
Filing Party:		BAC HOME LOANS SERVICING LP,		
<b>Disposition An</b>	nount:			
Docket Text:		A Payment of -\$1,974.10 was made on receipt CAMB456086.		
13	ANAD - A DEFENSI	NSWER & AFFIRMATIVE ES		
Filing Date:		07-OCT-2010		
Filing Party:		STOLOFF , ESQ, SCOTT A		
		1		

<b>Disposition</b> Am	nount:	
Docket Text:		none.
14	NOAC - N PUBLICA	OTICE OF ACTION - FION
Filing Date:		18-OCT-2010
Filing Party:		
<b>Disposition An</b>	nount:	
Docket Text:		TO IVAN ISAKOVIC AND JELENA B ISAKOVIC MANDATORY DATE DEC 07 2010 PUB PBDBR NOV 05 & 12 2010 COPIES MAILED OCT 21 2010
15	DCLK - DI	RECTIONS TO CLERK
Filing Date:		18-OCT-2010
Filing Party:		BAC HOME LOANS SERVICING LP,
<b>Disposition An</b>	nount:	
Docket Text:		none.
16	ADIL - AF	FIDAVIT OF DILIGENT SEARCH
Filing Date:		18-OCT-2010
Filing Party:		BAC HOME LOANS SERVICING LP,
<b>Disposition An</b>	nount:	
Docket Text:		none.
17	ADIL - AF	FIDAVIT OF DILIGENT SEARCH
Filing Date:	· · · · · · · · · · ·	18-OCT-2010
Filing Party:		BAC HOME LOANS SERVICING LP,
<b>Disposition An</b>	nount:	
Docket Text:		none.
18	ADIL - AF	FIDAVIT OF DILIGENT SEARCH
Filing Date:		18-OCT-2010
Filing Party:		BAC HOME LOANS SERVICING LP,
Disposition An	nount:	
Docket Text:		none.
	SRTN - S	ERVICE RETURN (ATTACHED)
Filing Date:		25-OCT-2010
Filing Party:		MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC,
<b>Disposition An</b>	nount:	
Docket Text:		SERVED ON 9/3/10
	SRTN - S	ERVICE RETURN (ATTACHED)
Filing Date:	* ***	25-OCT-2010

Filing Party:		ISAKOVIC, IVAN
Disposition Am		
Docket Text:		NOT SERVED
	SRTN - SI	ERVICE RETURN (ATTACHED)
Filing Date:		25-OCT-2010
Filing Party:		UNKNOWN TENANT NO 2,
<b>Disposition An</b>	nount:	
Docket Text:		NOT SERVED
	SRTN - SI	ERVICE RETURN (ATTACHED)
Filing Date:		25-OCT-2010
Filing Party:		UNKNOWN TENANT NO 1,
<b>Disposition An</b>	nount:	
Docket Text:		SERVED ON 8/31/10
	SRTN - SI	ERVICE RETURN (ATTACHED)
Filing Date:		25-OCT-2010
Filing Party:		EVERGRENE MASTER ASSOCIATION INC,
<b>Disposition An</b>	nount:	
Docket Text:		SERVED ON 8/31/10
- the second	SRTN - S	ERVICE RETURN (ATTACHED)
Filing Date:		25-OCT-2010
Filing Party:		ISAKOVIC, JELENA B
Disposition An	nount:	
Docket Text:	<u> </u>	NOT SERVED
19	PPUB - P	ROOF OF PUBLICATION
Filing Date:		07-DEC-2010
Filing Party:		BAC HOME LOANS SERVICING LP,
<b>Disposition An</b>	nount:	
Docket Text:		NOT OF ACTION
20	SGBK - S	UGGESTION OF BANKRUPTCY
Filing Date:		22-NOV-2011
Filing Party:		ISAKOVIC, IVAN
Disposition An	nount:	· · · ·
Docket Text:		CASE NUMBER 11-42251-EPK FILED 11/22/11
Docket Text: 21	NOF - NC	DTICE OF FILING
	NOF - NC	

<b>Disposition</b> A	mount:			
Docket Text:		BANKRUPTCY ORDER REINSTATING CHAPTER 13 CASE		
22 NOF - NOTIO		OTICE OF FILING		
Filing Date:	······	09-MAR-2012		
Filing Party:		BAC HOME LOANS SERVICING LP,		
<b>Disposition</b> A	mount:			
Docket Text:		BANKRUPTCY ORDER DISMISSING CASE		



Tax Account	n y george va wengen e y engen y wengen y wengen y georgen a na mang da la system da di sagiti da manifa til at			
Property Control Number		Property 7	Гуре	Status
52-42-41-25-11-000-0380		Real Prop	erty	Active
Mailing Address: ISAKOVIC IVAN & 833 MADISON CT PALM BEACH GARDENS, FL 33410-1565	833 MAD	Address: ISON CT ACH GARDEN	IS FL 33410	
Geo CD:	Deed Nu 0	mber:		
Lega	al Description			en an an an an an an an air an
EVERGRENE PCD PL 8 LT 38				
Tax & Assessment				
Ad Valorem	Gross Tax	Credit	Net Tax	Savinos

Ad Valorem	Gross Tax	Credit	Net Tax	Savings
CITY OF PALM BEACH GARDENS	\$1,823.24	\$0.00	\$1,823.24	\$0.00
LIBRARY	\$187.20	\$0.00	\$187.20	\$0.00
COUNTY	\$1,536.94	\$0.00	\$1,536.94	\$0.00
SO FLA WATER MANAGEMENT DIST.	\$134.31	\$0.00	\$134.31	\$0.00
SCHOOL	\$2,518.21	\$0.00	\$2,518.21	\$0.00
CHILDRENS SERVICES COUNCIL	\$230.12	\$0.00	\$230.12	\$0.00
F.I.N.D.	\$10.62	\$0.00	\$10.62	\$0.00
PBC HEALTH CARE DISTRICT	\$346.33	\$0.00	\$346.33	\$0.00
JUPITER INLET DISTRICT	\$41.99	\$0.00	\$41.99	\$0.00
Sub To	tal <b>\$6,828.96</b>	\$0.00	\$6,828.96	\$0.00
Non Ad Valorem	Gross Tax	Credit	Net Tax	Savings
NPB CO IMPROVE DIST 2B SFC DEBT	\$99.93	\$0.00	\$99.93	\$0.00
NPB CO IMPROVE DIST 2B SFC MAINT	\$58.34	\$0.00	\$58.34	\$0.00
SOLID WASTE AUTHORITY	\$174.00	\$0.00	\$174.00	\$0.00
Sub To	tal <b>\$332.27</b>	\$0.00	\$332.27	\$0.00
Total Ta	BX <b>\$7,161.23</b>	\$0.00	\$7,161.23	\$0.00

Tax Ins	Tax Installment							
Period	Bill Number	Due Date	Tax Year	Tax	Discount	Penalty/Fee	Interest	Total Due
INST 1	101494239	4/2/2012	2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Due: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00							

#### **Notice to Tax Payer**

#### **Tax Certificates**

Property Tax Help

Payments made on 6/1 - 6/5 of any year indicates a Tax Certificate purchase for delinquent taxes only. Tax certificate purchase(s) **ARE NOT** a payment of taxes.

If your receipt number begins with a year (i.e. 2010-001234), a Tax Certificate was sold for delinquent property taxes. An additional collection fee of **\$6.25** must be added to the total amount due for each delinquent tax year once a tax

http://taxcollectorpbc.manatron.com/Tabs/PropertyTax/AccountDetail/BillDetail.aspx?p=52-42-41-25-11-... 4/9/2012

Page 1 of 2

## Bill Detail

certificate has been sold. The amount due is shown above in the "Tax Installment" section under the Total Due column. If no other payments or receipt numbers display for that year in the Tax Payment section, delinquent taxes are due.

\*\* This Icon & indicates delinquent taxes and the tax bill cannot be paid on-line at this time. It may also indicate a recent TDA where additional fees are required. Contact our office at 561-355-2264 or email ClientAdvocate@taxcollectorpbc.com for additional details.

Tax Payment					
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid	
2011	101494239	B12.224063	\$6,874.79	11/30/2011	

#### - ------

	YEAR	CMC	COLLECTOR NO.		ONS APPLIED	LEG	GAL DÉSCRIÉ	TION
52-42-41-25-11-000-0380	2011	46	101494239	<u>10 1HIS</u>	PROPERTY	EVERGRENE	PCD PL 8 L	Т 38
D 5 - 24192 ISAKOVIC IVAN & ISAKOVIC JELENA B 833 MADISON CT PALM BEACH GARDENS FL IJIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII			u]][1]]	MORE IN ANNE M. GANNO PAY ONLIN www.taxco	RSE SIDE FOR FORMATION DN, CONSTITUTION NE: Go to our se bilectorpbc.com allows you to prin	cure website at . The website h		
READ REVERSE SIDE BEFORE CAL	LING		AD VALORI					FORE CALLING
TAXING AUTHORITY COUNTY			Ee4 95E 9000	ASSESSSED 307,849	EXEMPTION	TAXABLE 307,849	MILLAGE 4.7815	TAX AMOUN 1,471.9
COUNTY DEBT		A A A A A A A A A A A A A A A A A A A	561-355-3996	307,849	A DATE OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION	307,849	0.2110	64.9
JUPITER INLET			561-746-2223	307,849			0.1364	41.9
LIBRARY			561-355-3996	307,849	1. 1.	307,849 307,849	0.5491	169.0
LIBRARY DEBT			561-355-3996	307,849		307,849	0.0590	18.1
	s		561-799-4163	307,849		307,849	5.7404	1,767.1
CITY OF PALM BEACH GARDEN:			F04 700 4400			307,849	0.1821	56.0
			561-799-4163	307,849				
			561-740-7000	307,849		307,849	0.7475	
			561-740-7000 561-627-3386	307,849 307,849		307,849 307,849	0.7475 0.0345	10.6
			561-740-7000 561-627-3386 561-659-1270	307,849 307,849 307,849		307,849 307,849 307,849	0.7475 0.0345 1.1250	10.6 346.3
			561-740-7000 561-627-3386 561-659-1270 561-434-8837	307,849 307,849 307,849 307,849 307,849		307,849 307,849 307,849 307,849 307,849	0.7475 0.0345 1.1250 2.4980	10.0 346.3 769.0
	L		561-740-7000 561-627-3386 561-659-1270 561-434-8837 561-434-8837	307,849 307,849 307,849 307,849 307,849 307,849	waana y .	307,849 307,849 307,849 307,849 307,849 307,849	0.7475 0.0345 1.1250 2.4980 5.6820	10.6 346.3 769.0 1,749.2
	ROIFEE		561-740-7000 561-627-3386 561-659-1270 561-434-8837 561-434-8837	307,849 307,849 307,849 307,849 307,849 307,849 307,849		307,849 307,849 307,849 307,849 307,849 307,849	0.7475 0.0345 1.1250 2.4980 5.6820 0:0624	230.1 10.6 346.3 769.0 1,749.2 19.2 54.0
	L PROJECT		561-740-7000 561-627-3386 561-659-1270 561-434-8837 561-434-8837 561-686-8800 561-686-8800	307,849 307,849 307,849 307,849 307,849 307,849 307,849 307,849		307,849 307,849 307,849 307,849 307,849 307,849	0.7475 0.0345 1.1250 2.4980 5.6820 0:0624 0.1785	10.6 346.3 769.0 1,749.3 19.3 54.0
CITY OF PALM BEACH GARDEN CHILDRENS SERVICES COUNCI F.I.N.D. PBC HEALTH CARE DISTRICT SCHOOL LOCAL SCHOOL STATE SCHOOL STATE	L PROJECT		561-740-7000 561-627-3386 561-659-1270 561-434-8837 561-434-8837	307,849 307,849 307,849 307,849 307,849 307,849 307,849		307,849 307,849 307,849 307,849 307,849 307,849 307,849	0.7475 0.0345 1.1250 2.4980 5.6820 0:0624	10.6 346.3 769.0 1,749.2

a and an end of a second se		TOTAL AD VALOREM 6,828	3.96
READ REVERSE SIDE BEFORE CALLING	NON-AD VALOBEM ASSESSMENT		
LEVYING AUTHORITY SOLID WASTE AUTHORITY NPB CO IMPROVE DIST 2B SFC DEBT NPB CO IMPROVE DIST 2B SFC MAINT	TELEPHONE 561-697-2700 561-624-7830 561-624-7830	RATE 174.00 99.93 58.34	<b>AMOUNT</b> 174.00 99.93 58.34

		TOTAL NON-AD VALOREM	332.27
	TOTAL AD VALOREM AND NON-A	D VALOREM COMBINED	7,161.23
	**** INFORMATIONAL NOTICE	****	
A TAX NOTICE WAS SENT TO YOUR ES BAC TAX SERVICES CORP	CROW AGENT FOR PAYMENT:		· · · · · · · ·
DETACH HERE	**SEE REVERSE SIDE FOR INSTRUCTIONS AND I	NFORMATION**	DETACH HERE
COUNTY OF PALM BEACH PROPERTY CONTROL NUMBER YEAR 52-42-41-25-11-000-0380 2011		ND NON-AD VALOREM A	ASSESSMENTS
ISAKOVIC IVAN & ISAKOVIC JELENA B 833 MADISON CT PALM BEACH GARDENS FL 33410-1565			
LEGAL DESCRIPTION EVERGRENE PCD PL 8 LT 38		20111014942)	390007161536
	P.O. BOX 3353	MAKE CHECKS PAYABLE TO Tax Collector, Palm Beach Co	
	WEST PALM BEACH, FL 33402-3353	INFORMATIONAL N	OTIČE

INFORMATIONAL NOTICE PLEASE READ THE REVERSE SIDE

AMOUNT DUE WHEN RECEIVED BY						
Nov 30, 2011	Jan 3, 2012	Jan 31, 2012	Feb 29, 2012	Apr 2, 2012	TAXES ARE	
\$6,874.79	\$6,946.40	\$7,018.01	\$7,089.62	\$7,161.23	DELINQUENT APRIL 3	

\*\*SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION\*\*