

Doc# 1884873 05/30/2012 1:57PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

**CODE ENFORCEMENT SPECIAL
MAGISTRATE IN AND FOR
THE CITY OF KEY WEST,
MONROE COUNTY, FLORIDA**

CASE NO.: 11-212

**CITY OF KEY WEST, a
Florida Municipal Corporation**

**Key West, Florida 33040
Petitioner**

Doc# 1884873
Bk# 2572 Pg# 360

vs.

**Jarvis Nelson Osorio
Nelson Valdes
3800 Donald Avenue #B
Key West, FL 33040**

Respondent(s)
_____ /

Subject Property Legal Description: 1721 Johnson Street, Lot 22, Square 2, Tract 29, Nuevo Progreso, According to the Plat thereof recorded in Plat Book 1, Page 23, of the Public Records of Monroe County, Florida.

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate (herein referred to as "Special Magistrate") on May 25, 2011, after due notice to Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued its Findings of Fact and Conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s). This Finding and Order was mailed on May 27, 2011.

Said Order required Respondent(s) to take certain action by a time certain, June 28, 2011, as specifically set forth in that Order.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent(s) had not come into compliance for the violation listed in the Findings and Order issued in this matter at \$100.00 per day along with an administrative cost of \$250.00. As of May 23, 2012 the total due to the City is \$33,150.00.

ORDERED that Respondent(s) pay to the City of Key West an amount of \$18,450.00 which continues to accrue on a daily basis and this amount shall be subject to the maximum statutory interest charges provided by law.

This Order can be recorded and shall then constitute a lien for all the accrued fines against the above described property, and any other real or personal property that the violator owns in Key West, Monroe County where recorded pursuant to Section 162.09 of the Florida Statutes.

CODE ENFORCEMENT
SPECIAL MAGISTRATE

By: _____

J. Jefferson Overby
Special Magistrate

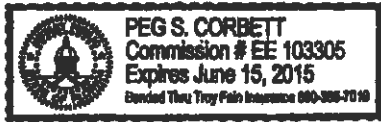
ATTEST:

DATED: 5-24-2012

Deborah Millett-Fowley
Deborah Millett-Fowley
Recording Secretary

PERSONALLY appeared before me, the undersigned authority, Deborah Millett-Fowley, well known to me and known by me to be the Clerk and Recording Secretary, respectively of the CODE ENFORCEMENT SPECIAL MAGISTRATE, and acknowledged before me that they executed the foregoing instrument on behalf of the CODE ENFORCEMENT SPECIAL MAGISTRATE, as its true act and deed, and that they were duly authorized to do so. They are personally known to me and have each produced a Florida Drivers License as identification.

WITNESS my hand and official seal this 24th day of May, 2012.



Peg S. Corbett

NOTARY PUBLIC

My Commission Expires:

I HEREBY CERTIFY that a true and correct copy of the above and foregoing ORDER IMPOSING PENALTY/LIEN has been furnished by certified mail (7007 3020 0000 5346 1749) and regular mail to Jarvis Nelson Osorio & Nelson Veldes, 3800 Donald Avenue #B, Key West, FL 33040 this 24th day of May, 2012.

Deborah Millett-Fowley
Deborah Millett-Fowley
Recording Secretary

Doc# 1884873
BK# 2572 Pg# 361

REQUEST FOR MITIGATION

To: City of Key West
Code Compliance Division
3139 Riviera Drive
Key West, FL 33040
Phone: 305-809-3740 - Fax: 305-809-3978

Case #: 11-212

As owner, I, DEUTSCHE BANK NATIONAL TRUST COMPANY am requesting that the Special Magistrate consider mitigating the accrued fines at (address) **1721 Johnson Street**. The amount of the fine is (~) **\$56,750.00**. I am offering \$ 3300.00 to settle the above fine.

- I will represent myself at the Mitigation Hearing
- My Attorney _____ will represent me at the Mitigation Hearing and is empowered to negotiate the above fine.
- My representative Abdolamir Lombeshkon, with attached Power of Attorney, is empowered to negotiate the amount of the fine.

This document must be returned as soon as possible so it can be added to the City Commission agenda.

Rik Santara
Rik Santara

Signature of Owner

09/03/2014

Date

WHEN RECORDED RETURN TO:
OCWEN LOAN SERVICING LLC.
1661 WORTHINGTON RD #100
WEST PALM BEACH, FL 33409

LIMITED POWER OF ATTORNEY

2160

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to that Securitized Asset Backed Receivables LLC Trust 2006-FR4 Pooling and Servicing Agreement dated as of November 1, 2006 (the "Agreement") by and between Deutsche Bank National Trust Company and Owen Loan Servicing, LLC (the "Servicer"), as successor servicer to HomeEq Servicing, hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Owen Loan Servicing, LLC is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.

5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 7, 2010.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 7th day of September, 2010.

Deutsche Bank National Trust Company,
as Trustee

By: *Amy McNulty*
Name: Amy McNulty
Title: Authorized Signer

Witness: *Jason Williams*
Name: Jason Williams

Witness: *Glisselle Picard*
Name: Glisselle Picard

State of California)
County of Orange)

On September 7, 2016, before me, Tuan Quach, Notary Public, personally appeared Amy McNulty, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

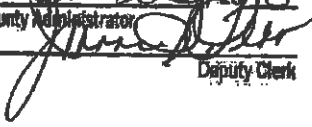
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Notary signature



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 14 day of September, 2016.
County Administrator
By 
Deputy Clerk