

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 #: 08-1477

As ^{REPRESENTATIVE} owner, I, SUE KING - as REP FOR BANK OF NEW YORK am requesting that the Key West City Commission consider mitigating the accrued fines at 1019 Elgin Lane. The amount of the fine is (~) \$43,650.00. I am offering \$ 2,500 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 SUE KING, with attached Power of Attorney, is empowered to negotiate the amount of the fine.

Sue King
Signature of Owner

for
Bank of
New York

3/18/15
Date



Wells Fargo Home Mortgage
Premiera Asset Services
1 Home Campus, MAC X2301-049
Des Moines, IA 50328

To Whom It May Concern:

Please be advised that Sue King is authorized as an agent for Wells Fargo Bank National Association, successor by merger to Wells Fargo Home Mortgage, doing business as Premier Asset Services, acting for itself or its clients on matters related to any code violations and its related issues.

Thanks you,

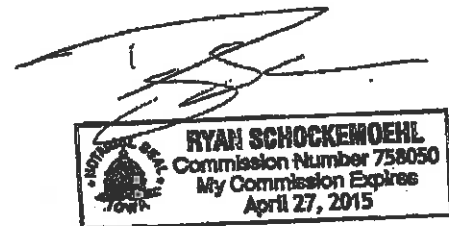
Janene Brennan

Vice President Loan Documentation

State of Iowa

County of Polk

Sworn to me before this 17th day of March, 2014 by Janene Brennan, who is personally known to me.



Together we'll go far



After Recording return to:

Name

Address

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK as successor in interest to JP Morgan Chase Bank, N.A. having an office at 101 Barclay Street, NYC, NY 10286 (the "Bank"), hereby appoint Wells Fargo Bank, N.A., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the trusts included on Schedule A, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of 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 and modification agreements.
5. The full or partial 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 a 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; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the Attorney by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York successor in interest to JPMorgan Chase Bank, National Association as Trustee pursuant to the Pooling and Servicing Agreements listed on Schedule A hereto attached and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg and Andrew M. Cooper its duly elected and authorized Managing Director and Vice President this 6th day of December, 2012.

The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for the securitizations listed on Schedule A

By:


Name: Loretta A. Lundberg
Title: Managing Director

By:


Name: Andrew M. Cooper
Title: Vice President

Witness:


Printed Name: Edward Cofie

Witness:


Printed Name: Maria Alta

ACKNOWLEDGEMENT

STATE OF NEW YORK §

COUNTY OF KINGS §

On the 6th day of December in the year 2012 before me, the undersigned, personally appeared Loretta A. Lundberg and Andrew M. Cooper, known to be or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively of The Bank of New York Mellon, as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 6th day of December, 2012.



NOTARY PUBLIC
My Commission expires

TSUYUKI ZUDATAYA
NOTARY PUBLIC, State of New York
No. 01ZU6233191
Qualified in Kings County
Commission Expires Dec. 27, 2014

Doc# 1851748 09/19/2011 10:17AM
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.: 08-1477

CITY OF KEY WEST, a
Florida municipal corporation

Key West, Florida 33040
Petitioner

Doc# 1851748
Bk# 2534 Pg# 1340

vs.

David Blain
183 Drumond Street
Laguna Beach, CA 92651

Respondent(s)
_____ /

Subject Property Legal Description: 1019 Elgin Lane A parcel of land on the Island of Key West and known as part of lots five(5) and six(6), in subdivision of lot two(2) of square thirty-two(32), made by John Lowe, Jr. and recorded in Monroe County, Florida public records. Commencing at the northwesterly corner of Frances Street and Elgin Lane and run thence in a southwesterly direction along the northwesterly right of way line of the said Elgin Lane for a distance of 156.7 feet to an existing chain link fence, said point being the point of beginning; thence continue southwesterly along the northwesterly right of way line of the said Elgin Lane for a distance of 41.97 feet; thence northwesterly and at right angles for a distance of 32 feet; thence northeasterly and at right angles for a distance of 42.33 feet to said chain link fence; thence SE'LY with a deflection angle of 90°38'41" to the right and along said chain link fence for a distance of 32 feet back to the point of beginning.

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate (herein referred to as "Special Magistrate") on August 27, 2008, 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 thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s). This Finding and Order was mailed on August 29, 2008.

Said Order required Respondent(s) to take certain action by a time certain, September 2, 2008 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 until October 30, 2008 for the violation listed in the Findings and Order issued in this matter at \$250.00 per day, per count (total of 3 counts) for a total of \$42,650.00 which also includes the administrative costs of \$150.00.

ORDERED that Respondent(s) pay to the City of Key West an amount of \$43,650.00 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.

DONE AND ORDERED this 31st day of August, 2011.

Doc# 1851748
Bk# 2534 Pg# 1341

CODE ENFORCEMENT
SPECIAL MAGISTRATE

By: _____

J. Jefferson Overby
J. Jefferson Overby
Special Magistrate

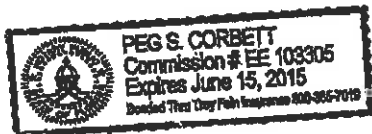
ATTEST:

DATED: 9-2-11

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 2nd day of August, 2011.



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 0940) and regular mail to David Blain, 183 Drumond Street, Laguna Beach, CA 92651 this 16th day of September, 2011.

MONROE COUNTY
OFFICIAL RECORDS

Deborah Millett-Fowley
Deborah Millett-Fowley
Recording Secretary

Doc# 1702404 07/03/2008 3:46PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1702404
Bkt 2370 Pg# 182

This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL
CIRCUIT, IN AND FOR MONROE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 2008 CA1041-K

THE BANK OF NEW YORK, AS SUCCESSOR IN
INTEREST TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION AS TRUSTEE FOR BS
ALTA 2005-9

PLAINTIFF

VS.

DAVID BLAIN; UNKNOWN SPOUSE OF DAVID
BLAIN, IF ANY; MARK KERN; SAMANTHA KERN;
ANY AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL DEFENDANT(S)
WHO ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVISEES, GRANTEEES OR OTHER CLAIMANTS;
JAMES CANEPA, INC.; JAMES CANEPA;
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.; JOHN DOE AND JANE DOE AS
UNKNOWN TENANTS IN POSSESSION.

DEFENDANT(S)

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.
3. The property involved is that certain parcel, lot or unit situate, lying and being in MONROE County, Florida, as set forth in the mortgage recorded in Official Records Book 2140, at Page 1228, more particularly described as follows:

A PARCEL OF LAND ON THE ISLAND OF KEY WEST AND KNOWN AS PART OF LOTS FIVE(S) AND SIX (6), IN SUBDIVISION OF LOT TWO (2) OF SQUARE THIRTY-TWO (32), MADE BY JOHN LOWE, JR. AND RECORDED IN MONROE COUNTY, FLORIDA PUBLIC RECORDS. COMMENCING AT THE NW' LY CORNER OF FRANCES STREET AND ELGIN LANE AND RUN THENCE IN A SW' LY DIRECTION ALONG THE NW' LY RIGHT OF WAY LINE OF THE SAID ELGIN LANE FOR A DISTANCE OF 156.7 FEET TO AN EXISTING CHAIN LINK FENCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SW' LY ALONG THE NW' LY RIGHT OF WAY LINE OF THE SAID ELGIN LANE FOR A DISTANCE OF 41.97 FEET; THENCE NW' LY AND AT RIGHT ANGLES FOR A DISTANCE OF 32 FEET; THENCE NE' LY AND AT RIGHT ANGLES FOR A DISTANCE OF 42.33 FEET TO SAID CHAIN LINK FENCE; THENCE SE' LY WITH A DEFLECTION ANGLE OF 90°38'41" TO THE RIGHT AND ALONG SAID CHAIN LINK FENCE FOR A DISTANCE OF 32 FEET BACK TO THE POINT OF BEGINNING.

Dated at Plantation, Broward County, Florida, this 7 day of June, 2008.

P. f. # 51509

SULY M. ESPINOZA
Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
900 South Pine Island Road SUITE 400
Plantation, FL 33324-3920
(954) 233-8000
Bar #: 14282

08-60113(ASCF)

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

THE BANK OF NEW YORK MELLON, AS
SUCCESSOR IN INTEREST TO JP MORGAN
CHASE BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR BS ALTA 2005-9

CASE NO. CAK081041

Doc# 1992013 07/28/2014 4:23PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Plaintiff(s),

vs.

DAVID BLAIN; et al.,

07/28/2014 4:23PM
DEED DOC STAMP CL: Krys

\$0.70

Defendant(s)

FILED FOR RECORD
2014 JUL 28 PM 3:35
CLK. CIR. CL.
MONROE COUNTY, FLA.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in the
action on the 17 day of July, 2014 for the property described herein and that no
objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

A PARCEL OF LAND ON THE ISLAND OF KEY WEST AND KNOWN AS PART OF LOTS FIVE (5) AND SIX (6), IN SUBDIVISION OF LOT TWO (2) OF SQUARE THIRTY-TWO (32), MADE BY JOHN LOWE, JR. AND RECORDED IN MONROE COUNTY, FLORIDA PUBLIC RECORDS. COMMENCING AT THE NWLY CORNER OF FRANCES STREET AND ELGIN LANE AND RUN THENCE IN A SWLY DIRECTION ALONG THE NWLY RIGHT OF WAY LINE OF THE SAID ELGIN LANE FOR A DISTANCE OF 156.7 FEET TO AN EXISTING CHAIN LINK FENCE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SWLY ALONG THE NWLY RIGHT OF WAY LINE OF THE SAID ELGIN LANE FOR A DISTANCE OF 41.97 FEET; THENCE NWLY AND AT RIGHT ANGLES FOR A DISTANCE OF 32 FEET; THENCE NELY AND AT RIGHT ANGLES FOR A DISTANCE OF 42.33 FEET TO SAID CHAIN LINK FENCE; THENCE SELY WITH A DEFLECTION ANGLE OF 90°38'41" TO THE RIGHT AND ALONG SAID CHAIN LINK FENCE FOR A DISTANCE OF 32 FEET BACK TO THE POINT OF BEGINNING.

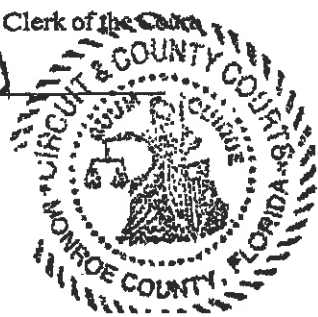
was sold to: The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9

c/o Aldridge | Connors LLP
1615 S. Congress Ave., Suite 200
Delray Beach, FL 33445

Doc# 1992013
BK# 2696 Pg# 565

WITNESS my hand and the seal of this Court on the 28 day of July, 2014.

Amy Heavilin, Clerk
Monroe County, Florida, Clerk of the Court
By: [Signature]
Deputy Clerk



MONROE COUNTY
OFFICIAL RECORDS

1113-4376