

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

EMERALD TOWER ASSOCIATION, INC., CASE NO.: CACE20012603 (03)

Plaintiff,

vs.

UNKNOWN TRUSTEES, HEIRS, BENEFICIARIES,
OR DEVISEES OF THE JOINT JOSEPH S. CELANO
AND DOROTHY CELANO TRUST DATED
NOVEMBER 20, 1991 AND
JOSEPH S. CELANO, JR.,

Defendants.

**KORI DELCOURT'S MOTION TO VACATE AMENDED FINAL JUDGMENT
AND/OR VACATE FORECLOSURE SALE AND DEMAND FOR
EVIDENTIARY HEARING**

COMES NOW, KORI DELCOURT, as the sole Heir and Beneficiary to the Defendant, Joseph S. Celano, Jr., by and through her undersigned counsel, moves this Court for an Order vacating the Amended Final Judgment and/or vacating the Foreclosure Sale, pursuant to Florida Rule of Civil Procedure 1.540(b)(3), Florida Statutes Sections 45.031 and 702.07, and in support thereof states as follows:

OVERVIEW

This Motion will set forth sufficient facts and allegations that will likely shock the conscience of the Court setting forth a conspiracy and scheme executed by two Florida bar licensed attorneys, to defraud and manipulate Courts to circumvent the due process rights of homeowner defendants in association foreclosure cases, violate numerous statutory guidelines, and conduct their own orchestrated foreclosure auctions with

collusive bidding that result in the acquisition of properties for little to no consideration and ultimately robbing the homeowners of their properties and equity.

PROCEDURAL BACKGROUND

1. On or about August 4, 2020, Emerald Tower Association, Inc. (“Association”) filed this instant action to foreclose a claim of lien for unpaid assessments against the Defendant, UNKNOWN TRUSTEES, HEIRS, BENEFICIARIES, OR DEVISEES OF THE JOINT JOSEPH S. CELANO AND DOROTHY CELANO TRUST DATED NOVEMBER 20, 1991 and the real property located at 1401 S. Ocean Blvd., Unit 507, Pompano Beach, Florida 33062 (the “Property”).
2. The claim of lien attached to the Association’s Complaint reflected an amount due and owing of \$7,048.55.
3. There is/was no mortgage or any other liens attached to the Property.
4. Zillow currently lists the Property with an estimated fair market value of \$336,000.00.
5. On September 9, 2020, the Association filed its Motion to Appoint Attorney Ad Litem and the Guardian Ad Litem was able to locate JOSEPH S. CELANO, JR. (“Celano”) as a potentially interested party in this action. He is the only son of the Joseph S. Celano, Jr. and Dorothy Celano, the named trustees of the fee simple title holder to the Property.
6. On October 27, 2020, the Association filed its Motion to Amend the Complaint and its proposed Amended Complaint to add Celano as a named Defendant in this action.

7. On October 28, 2020, this Court entered an Order granting the Association's Motion for Leave to Amend its Complaint and deemed its proposed Amended Complaint filed.
8. On December 19, 2020, Celano was personally served with the Amended Complaint at this residence in Chicago, Illinois.
9. On February 22, 2021, the Association obtained a Clerk's Default against Celano and on March 3, 2021, the Association filed its Motion for Summary Judgment.
10. On April 26, 2021, this Court entered a Final Judgment of Foreclosure in favor of the Association with an amount due and owing to the Association for **\$25,644.41** and ordered "the Clerk of this Court shall sell that property at public sale on June 1, 2021 to the highest bidder for cash, in accordance with Florida Statute 45.031 by electronic sale beginning at 10:00 a.m. on the prescribed date, at www.broward.realforeclose.com." See Final Judgment attached hereto as Exhibit "A."
11. The above procedural history is unremarkable and the Final Judgment of Foreclosure substantially complied with Form 1.996(a) from the Florida Rules of Civil Procedure-Final Judgment of Foreclosure. See Form 1.996(a) attached hereto as Exhibit "B."

THE ASSIGNEE AND FRAUD ON THE COURT

12. On May 12, 2021, Brad I. Schandler filed his appearance as counsel of record for Plaintiff's Assignee, ET 507, LLC (the "Assignee").

13. Thereafter, on May 13, 2021 at 11:25 a.m., Brad I. Schandler (“Schandler”), filed an Ex Parte Motion to Cancel Sale and later that day at 2:56 p.m., he then filed an *Agreed* Motion to Cancel Sale¹.
14. The grounds for cancelling the June 1, 2021 foreclosure sale as alleged in the Motions to Cancel Sale included: (1)“assignee *may* have to pay real property taxes and Assignee would need this amount to be added to the amounts due in an amended final judgment” and (2) “assignee needs sufficient time to schedule an inspection of the subject property.”
15. On May 14, 2021, without notice to Celano or a hearing, this Court entered an Order Granting *Agreed* Motion to Cancel Sale and the foreclosure sale scheduled on June 1, 2021 was canceled.
16. On May 17, 2021, the Association by its Assignee’s counsel (Schandler) filed its Motion to Amend Final Judgment of Foreclosure and Reschedule Foreclosure Sale. The basis for the amendment set forth in this Motion was to increase the amount due and owing to the Plaintiff. See Motion attached hereto as Exhibit “C.”
17. Conspicuously missing from this Motion was any request to alter the foreclosure sale procedures as set forth in this Court’s original Final Judgment, which is just one fraud on the Court and will be addressed in more detail further below.
18. Schandler executed and submitted three (3) false and overly inflated Affidavits in support of the Assignee’s Motion to Amend the Final Judgment.
19. Aside from possessing no personal knowledge of the books, records and accounting for the Association, Schandler attested that the following additional costs/amounts were due and owing to the Association’s assignee.

¹ Celano is not listed on the Certificate of Service for either Motion to Cancel Sale.

- a. Accelerated maintenance fees 5-1-21 through 12-31-21 **\$4,581.28**
- b. Accelerated special assessment fees 5-1-21 through 12-31-21 **\$3,520.64**
- c. Assignee's Attorneys' Fees incurred to date and anticipated though issuance of Certificate of Title **\$8,431.25**

20. First, the Amended Complaint contains no allegations or basis, nor does the Final Judgment provide for a reservation of rights, to accelerate and then collect regular and special assessments.

21. In fact, this Court had no jurisdiction to even award these accelerated fees and assessments post judgment. The Final Judgment reserved jurisdiction only to amend the judgment to include additional sums and assessments *accruing before the sale*.

22. Furthermore, Schandler's additional \$8,431.25 for legal fees accrued and anticipated (not earned) from his appearance in this matter on May 12, 2021 through the filing of his Affidavit on May 17, 2021 are excessive, unnecessary, unreasonable, and just plain shocking.

23. Not surprisingly, there is no Affidavit of Reasonable fees accompanying his Affidavit of Attorney's Fees on the record.

24. Then on May 27, 2021, without any notice to Celano or a Court hearing, Shandler electronically submitted an Amended Final Judgment of Foreclosure to the Court which increased the Final Judgment amount to \$43,603.50. See Amended Final Judgment attached hereto as Exhibit "D."

25. However, more troubling and the genesis of this Motion is the alteration of the language governing the foreclosure sale process of the Property contained in Paragraphs 4-7 of the Amended Final Judgment.

26. The Amended Final Judgment of Foreclosure entered on May 27, 2021 completely altered the sale procedures contained in the original Final Judgment and provided a

mechanism for Schandler and the Assignee to conduct their own sale on July 1, 2021 at the subject Property and in the presence of a court reporter.

27. The Amended Final Judgment substantially deviated from the generally accepted standard Final Judgment of Foreclosure Form and sale procedure contained in the Florida Rules of Civil Procedure Form 1.996(a) which provides “the clerk of this court shall sell the property at public sale.....”
28. The Amended Final Judgment also provides in Paragraph 5 “Should the high bidder at the foreclosure sale fail or refuse to pay the balance of its high bid by 12:00 p.m., noon, on the day following the foreclosure sale of the property, then it is hereby determined that the Plaintiff’s Assignee, ET 507, LLC was the next highest bidder for the subject property, in which event the Clerk of the Court shall issue a Certificate of Title in favor of Plaintiff’s Assignee.”
29. Paragraph 6 of the Amended Final Judgment states “Plaintiff’s Assignee’s attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.

THE INADEQUACY OF THE FORECLOSURE SALE PRICE AND THE FRAUD, MISCONDUCT, AND IRREGULARITY IN CONNECTION WITH THE FORECLOSURE SALE

30. On July 1, 2021, Schandler allegedly conducted a foreclosure sale at the Property.
31. The only evidence of this sale being conducted was the Affidavit of Plaintiff executed and filed by Schandler attesting to all the bidders who appeared at the sale of the property, as follows:

- a. Bidder No.1: Kitty Lefkowitz c/o 1401 S. Ocean Blvd., Unit 507, Pompano Beach, Florida 33062, which bidder placed the high bid at the foreclosure sale of the property in the amount of \$185,000.00.²
- b. Bidder No.:2: Hernando A. Possee, 10432 NE 26th Avenue, #94C, Miami, Florida 33180.³
- c. Bidder No.: Plaintiff's Assignee.

See Affidavit attached hereto as Exhibit "E."

32. On July 2, 2021, Schandler and filed a Certificate of Sale which stated Kitty Lefkowitz failed to pay the balance of the high bid and "pursuant to the terms of the Amended Final Judgment of Foreclosure, the Court has determined that Plaintiff's Assignee, ET 507, LLC was the high bidder at the foreclosure sale. The Clerk of Court shall therefore issue a Certificate of Title in favor of ET 507, LLC." See Certificate of Sale attached hereto as Exhibit "F."
33. On July 13, 2021, the Clerk of Court issued Certificate of Title to ET 507, LLC and on September 30, 2021, the Clerk of Court issued an Amended Certificate of Title to add the listed consideration of **\$100.00 representing the value paid by ET 507, LLC for the Property.**
34. The Court should take notice of the fact that Association's Final Judgment was for \$25,644.41, the Assignee's Amended Final Judgment was for \$43,603.40, the Broward County Tax Appraiser's tax appraised value of the property at the time of the alleged sale was \$259,040.00, and the Property has an estimated fair market value of \$338,000.00.

² However, google, social media, and a LexisNexis search in Florida for "Kitty Lefkowitz" comes up empty for Kitty Lefkowitz and the address reflected for her on the Plaintiff's Affidavit is the property address.

³ 19432 NE 26th Avenue, Unit 94C, Miami, Florida 33180 is the homestead residence of Diana Stocklin.

35. On July 19, 2021, Celano was found deceased in his apartment in Chicago, Illinois and Kori Delcourt, his niece, has since been declared the only heir of Joseph Celano pursuant to an Order Declaring Heirship in Cook County Case No.: 2021P005710. See Order attached hereto as Exhibit "G."
36. Thereafter, on August 11, 2021 Louis S. Katz on behalf of the Assignee, ET 5007, LLC, recorded a Quit Claim Deed conveying the Property to Samuel R. Danziger for \$100.00 in consideration. See Quit Claim Deed attached hereto as Exhibit "H."
37. Samuel R. Danziger (an attorney himself) is not a bona-fide purchaser. In fact, he and Schandler have orchestrated the very same scheme numerous times against homeowners in Broward and Miami-Dade County for years.
38. Here, Shandler and the Assignee were able to intentionally circumvent a standard, fair, and public foreclosure auction and conduct their own private sale behind closed doors to assure the Assignee would secure the Certificate of Title to the Property at no cost other than the consideration paid, if any, to the Association for an assignment of rights.
39. A legitimate public foreclosure auction conducted by the Clerk of the Court would have attracted more than just the two (2) alleged bidders listed on the Plaintiff's Affidavit, one of whose existence and whereabouts cannot be found and conveniently failed to pay her winning bid that would result in the Assignee being the winning bidder by default pursuant to an irregular Amended Final Judgment of Foreclosure which altered the normal sale procedures and was fraudulently submitted by Schandler and the Assignee to the Court for entry.

40. The very purpose of allowing an objection to a foreclosure sale is to afford a mechanism to assure all parties and bidders to the sale that there is no irregularity at the auction or any collusive bidding, etc. *Emanuel v. Bankers Trust, Co. N.A.*, 655 So. 2d 247 (Fla. 3d DCA 1995); *see also CCC Props., Inc. v. Kane*, 582 So. 2d 159 (Fla. 4th DCA 1991) (noting that the statute's provisions for filing objections refers to the objections to the conduct of the sale as provided by the judgment and/or statute”).
41. In order to vacate a foreclosure sale, the trial court must find: (1) that the foreclosure sale bid was grossly or startling inadequate; and (2) that the inadequacy of the bid resulted from some mistake, fraud or other irregularity in the sale. *Mody v. Cal. Fed. Bank*, 747 So. 2d 1016 (Fla. 3d DCA 1999).

CONCLUSION

42. Clearly, no consideration paid by the Assignee is certainly grossly or startling inadequate due to the absence of a mortgage recorded against the Property with an estimated value of \$338,000.00. Moreover, the fact that this alleged sale transpired behind closed doors with collusive bidding is the very essence of the fraud and irregularity in the sale process that Florida Statute Section 45.031 seeks to curtail by allowing for objections to sales and giving the court the power to set aside these sales.
43. The facts set forth above amounting to fraud, conspiracy, and collusion to result in the conversion of the Property from Celano and his family are clear and entitle the Movant set aside the Amended Final Judgment and the alleged foreclosure sale stemming from this judgment.
44. Unfortunately this case is just one of many involving Schandler, Danziger, and their shell companies and trusts to defraud the Courts and homeowners.

45. Set forth as an Appendix to this Motion and labeled “The Conspiracy and Fraud” are six specific cases that shine a light on Schandler and Danziger and their pattern of fraud, misconduct, and brazen manipulation of the court system to obtain assignments from associations, amend final judgments to falsely inflate the judgment amounts, and to allow for Schandler and Danziger to orchestrate foreclosure sales that **always** result in Dangizer obtaining the Certificate of Title to these properties in foreclosure for no consideration paid.

WHEREFORE, the Movant, KORI DELCOURT, respectfully requests this Court to vacate the Amended Final Judgment for Foreclosure, Vacate the Foreclosure Sale stemming from the Amended Final Judgment, Cancel the Certificate of Title, Cancel the Special Warranty Deed vesting the Property in the name of Samuel Danziger, for attorney’s fees and costs for bringing this Motion, and for all other relief this Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED,

Dated: November 3, 2021

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**CERTIFICATE OF SERVICE FOR KORI DELCOURT'S MOTION TO
VACATE AMENDED FINAL JUDGMENT AND/OR VACATE FORECLOSURE
SALE AND DEMAND FOR EVIDENTIARY HEARING**

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion was delivered via email and Regular U.S. Mail to the following parties on November 3, 2021:

Daniel Wasserstein, Esq., danw@wassersteinpa.com; 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431

Max Karyo, Esq., karyolaw@gmail.com; 3200 North Federal Highway, Suite 222, Boca Raton, Florida 33431

Brad Schandler, Esq., bradis4law@gmail.com; 4700 Sheridan Street, Suite J, Hollywood, Florida 33021

ET 507, LLC, c/o Louis Katz, Registered Agent, 4700 Sheridan Street, Suite J, Hollywood, Florida 33021

Samuel R. Danziger, srdanziger@gmail.com, 7740 Camino Real G211, Miami, Florida 33143.

LAW OFFICES OF JORDAN I. WAGNER, P.A.
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By: **Jordan I. Wagner**
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APPENDIX

THE CONSPIRACY AND PATTERN OF FRAUD

Below are summaries of just six of the many cases which were identified by the undersigned counsel. There are more cases involving the fraudulent scheme with slight variations which have been omitted from this motion for purposes of brevity.

**(1) Aventura Isles Master Homeowners Association Inc. v. Elder Lujan
Miami-Dade County Case No.: 16-19170 CC (03)
662 NE 191st Terrace, Miami, Florida 33179**

46. Aventura Isles Master Homeowners Association, Inc. filed a lawsuit to foreclose its claim of lien for unpaid regular maintenance assessments. The subject property had no mortgage against it.
47. On June 29, 2017, the Association obtained a default final judgment for foreclosure in the amount of \$4,085.70 and the foreclosure sale was set for August 4, 2017 as a public auction to be conducted by the clerk of court through www.miamidade.realforeclosure.com.
48. On July 31, 2021, Brad Schandler on behalf of the "Assignee" SAMUEL R. DANZIGER, AS TRUSTEE OF THE IPI LAND TRUST 2017-4, substituted in as counsel and filed Motion to Cancel Sale the August 4, 2017 foreclosure sale.
49. Thereafter, on Schandler as counsel for this Assignee, filed a Motion to Amend the Final Judgment and Reschedule Foreclosure Sale. The grounds in the Motion were "additional amount and late charges incurred after June 29, 2017".
50. The Motion to Amend the Final Judgment did not request leave to alter the sale process or have the sale take place onsite.

51. In support of the additional costs sought, Schandler submitted multiple false and inflated affidavits with his Motion. The affidavit for additional costs included “real property taxes due” in the amount of \$7,590.03 which were not actually paid by the Assignee until November 29, 2018 **(some few months after a Federal lawsuit was filed by Elder Lujan against Danziger and Schandler for Conversion, Fraud, and Civil Conspiracy in *Lujan v. Danziger, Schandler, et al-* U.S.D.C. 2018cv22617).**
52. Furthermore, Schandler submitted an affidavit for an additional \$5,418.75 for attorneys’ incurred from July 26, 2017 through August 3, 2017. The work performed during this 8-day time frame was for the purpose of setting up a private foreclosure sale where the property would end up in the hands of the Assignee for no consideration.
53. On August 31, 2017, the Court entered the Assignee’s Amended Final Judgment of Foreclosure which included the additional amounts sought. The Amended Final Judgment submitted also altered the sale process, allowing the Assignee to conduct its own foreclosure sale on October 20, 2017 at the property.
54. The Amended Final Judgment provided that if the high bidder fails to pay the balance of the winning the bid the next day, the Assignee Samuel Danziger as Trustee of the IPI Land Trust 2017-4 was the next highest bidder”
55. The Amended Final Judgment substantially deviated from the generally accepted standard Final Judgment of Foreclosure Form and sale procedure contained in the Florida Rules of Civil Procedure Form 1.996(a) which provides “the clerk of this court shall sell the property at public sale...”

56. Exactly like in the Celano case, Paragraph 6 of the Amended Final Judgment states “Plaintiff’s Assignee’s attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.”
57. On October 20, 2017, Schandler filed the Plaintiff’s affidavit stating Samuel Danziger as Trustee of the IPI Land Trust 2017-4 as the high bidder with a \$100.00 bid.
58. No other bidders were listed on the Affidavit.
59. As a result of the Amended Final Judgment and private sale, the Assignee acquired the Certificate of Title to the unencumbered subject property valued over \$300,000.00 for only \$100.00.
60. Thereafter, Elder Lujan filed a lawsuit against Schandler and Danziger in the United States District Court of Florida, Miami Division for Cancellation of Certificate of Title, Conversion, Constructive Fraud, Aiding and Abetting Constructive Fraud, and Civil Conspiracy.
61. Luckily, Mr. Lujan retained counsel and has been able to get title back into his name. However, other homeowners have not been as fortunate as Mr. Lujan, as more particularly described below.

(2) Bay Garden Manor Condominium Association, Inc. v. A&P Investment Realty, LLC
Miami-Dade County Case No.: 17-012328 CA (01)
1250 West Avenue, Unit 11N, Miami Beach, Florida 33139

62. Bay Garden Manor Condominium Association, Inc. filed a lawsuit to foreclose its claim of lien for unpaid regular maintenance assessments on May 23, 2017. A

mortgage had been recorded against the property on April 13, 2015 in favor of BAC Florida Bank in the amount of \$102,500.00.

63. On August 1, 2017, the Association was able to obtain a default final judgment for foreclosure in the amount of \$18,223.51 and the property was ordered to public sale on September 13, 2017 to be conducted by the clerk of court through www.miamidade.realforeclosure.com.

64. However, due to Hurricane Irma, the September 13, 2017 sale was cancelled and later reset for November 21, 2017.

65. On November 1, 2017, Brad Schandler on behalf of the "Assignee" SAMUEL R. DANZIGER, AS TRUSTEE OF THE IPI LAND TRUST 2017-5, substituted in as counsel and filed the Plaintiff's Assignee's Motion to Cancel Sale and Amend the Final Judgment

66. The grounds in the Motion were "additional assessments, interest and late charges assessed against the property and incurred after August 1, 2017."

67. The Motion to Cancel Sale and Amend Final Judgment did not request leave to alter the sale process or have the sale take place onsite.

68. In support of the request for additional amounts, Schandler submitted an affidavit for an additional \$4,781.25 for attorneys' incurred from October 26, 2017 through November 1, 2017. The work performed during this 6-day time frame was for the purpose of setting up a private foreclosure sale where the property would end up in the hands of the Assignee for no consideration.

69. On November 9, 2017, the Court entered the Assignee's Amended Final Judgment of Foreclosure which included the additional amounts sought. The Amended Final

Judgment submitted also altered the sale process, allowing the Assignee to conduct its own foreclosure sale on January 3, 2018 at the property.

70. As in all the other cases, the Assignee's Amended Final Judgment provided that if the high bidder fails to pay the balance of the winning the bid the next day, the Assignee Samuel Danziger as Trustee of the IPI Land Trust 2017-4 was the next highest bidder”

71. Exactly like in the Celano and Lujan cases above, Paragraph 6 of the Amended Final Judgment states “Plaintiff's Assignee's attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.”

72. On January 3, 2018, Schandler filed the Plaintiff's affidavit stating Samuel Danziger as Trustee of the IPI Land Trust 2017-5 as the high bidder with a \$100.00 bid.

73. No other bidders were listed on the Affidavit.

74. As a result of the Amended Final Judgment and private sale, the Assignee acquired the Certificate of Title to the subject property with an estimated value of over \$200,000.00 for only \$100.00.

75. On November 5, 2018, Samuel Danziger as Trustee of the IPI Land Trust 2017-5 sold and conveyed the property for \$207,500.00 to Garden Bay 1250, LLC and Brad I. Schandler, prepared the special statutory warranty deed. The status of the mortgage at the time of sale is unknown.

(3) The Falls of Inverrary Condominiums, Inc. v. Gerry Lyn Gardiner, et al
Broward County Case No.: CONO17004397 (72)
6061 N. Falls Circle Drive, #402, Lauderhill, Florida 33319-6837

76. The facts and procedural history in this matter slightly differ from those set forth above, but nonetheless result in the Certificate of Title to the subject property issued to Samuel Danziger.
77. Like the other cases, the Falls of Inverrary Condominiums, Inc. filed a lawsuit to foreclose on its claim of lien against the property for unpaid regular maintenance assessments.
78. On April 12, 2018 the Association was able to obtain a default final judgment for foreclosure in the amount of \$8,863.00 and the property was ordered to public sale on May 25, 2018 to be conducted by the clerk of court through www.broward.realforeclosure.com.
79. On May 17, 2018, Schandler opted to pay \$8,863.00 to the Clerk of Court to satisfy the Final Judgment and the Clerk of Court issued and **recorded a Satisfaction of Judgment on May 18, 2018.**
80. On May 24, 2018, Schandler filed a Motion to Vacate Satisfaction of Judgment and Amend Judgment on behalf of the Plaintiff Association as assignee's counsel.
81. However, the record is devoid of any assignment of rights or judgment to Samuel Danziger as Trustee of the IPI Falls of Inverrary Land Trust 2018-3 or any substitution of counsel by Schandler to represent the Association. One can only wonder what rights the Association would or could assign to Danziger after the Final Judgment was satisfied.

82. The basis for this Motion was “since the entry of the Final Judgment, additional amounts have become due to Plaintiff and its Assignee for additional maintenance assessments, attorney’s fees, costs, interest and late charges assessed against the property incurred after April 11, 2018.
83. The Affidavit of Attorney’s Fees submitted by Schandler begins with fees associated vetting the subject property and satisfying the judgment. The Assignment, per the Affidavit of Attorney’s fees, did not take place until after the satisfaction of judgment had taken place.
84. On May 25, 2018, Schandler filed a Notice for Hearing on the Plaintiff’s Assignee Motion to Vacate Satisfaction of Judgment and to Amend Final Judgment for hearing on June 30, 2018 at 11:30 a.m.
85. The Association’s attorney of record was conspicuously left off Certificate of Service for the “Plaintiff, by its assignee” Motion to Vacate Satisfaction of Judgment and Notice of Hearing for same.
86. The Motion to Vacate Satisfaction of Judgment and to Amend Final Judgment did not request leave to alter the sale process or have the sale take place onsite.
87. Inexplicably on May 30, 2018, without a hearing and notice to any of the parties, Schandler on behalf of the “Plaintiff’s Assignee” obtained an Amended Final Judgment of Foreclosure giving Plaintiff’s Assignee, Samuel Danziger as Trustee of the IPI Falls of Inverrary Land Trust 2018-3 a lien on the property for \$23,307.72.
88. On May 31, 2018, Schandler Chandler on behalf of the “Plaintiff’s Assignee” filed a Motion to Distribute Court Registry Funds, the funds paid under the vacated satisfaction. In the motion for disbursement, Schandler claims “[n]o party in interest

will be damaged by the Court entering an order granting the Motion to Distribute Court Registry funds as *the distribution of such funds may reduce the amount the Defendants must pay to redeem the property.*”

89. Like all the other cases, the Amended Final Judgment of Foreclosure provided for the Assignee to conduct its own foreclosure sale at the property on July 6, 2018.

90. As in all the other cases, the Assignee’s Amended Final Judgment provided that if the high bidder fails to pay the balance of the winning the bid the next day, the Assignee was the next highest bidder”

91. Exactly like in the Celano, Lujan, Gardiner cases above, Paragraph 6 of the Amended Final Judgment states “Plaintiff’s Assignee’s attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.”

92. Astonishingly, there is no record of any foreclosure sale being conducted in this case or Affidavit to comply with Paragraph 6 listing the bidders or winning bidder.

93. On July 6, 2018, Schandler filed a Certificate of Sale stating Plaintiff’s Assignee, Samuel R. Danziger, as Trustee of the IPI Falls of Inverrary Land Trust 2018-3 was the highest and best bid for the property in the amount of \$100.00.

94. On July 9, 2018, after the sale had already taken place, Schandler obtained an order granting the motion for disbursement. Pursuant to Florida Statute §45.0315, the right to redeem the property extinguishes upon the filing of a certificate of sale;

accordingly, the disbursement of the funds did not reduce the final judgment and did not serve to reduce the redemption amount.

95. The property is valued at over \$100,000.00 and is free of mortgages encumbering title.

96. On July 18, 2018, the Clerk of Court issued Certificate of Title to Samuel R. Danziger, as Trustee of the IPI Falls of Inverrary Land Trust 2018-3 and on July 30, 2018, pursuant to the executed writ of possession filed with the Court, “Eviction complete. Brad took possession.”

**(4) Cross Fox Condominium Association Inc. v. Ronald McCoy Deceased, et al
Broward County Case No.: CACE17020434 (08)
5300 NE 24th Terrace, No. 127C, Fort Lauderdale, Florida 33308**

97. Cross Fox Condominium Association filed a lawsuit to foreclose on its claim of lien against the property for unpaid regular maintenance assessments. The owners of record were known to be deceased.

98. On May 30, 2018, the Association obtained a summary final judgment for foreclosure in the amount of \$19,775.38 and the property was ordered to public sale conducted by the clerk of court through www.broward.realforeclosure.com to take place on September 27, 2018.

99. On November 16, 2018, Brad Schandler filed a Notice of Appearance as counsel of record for “Plaintiff’s Assignee” and filed the Plaintiff’s Assignee’s Motion to Cancel Sale and Amend Final Judgment.

100. Like the other cases, the grounds in the Motion “since the entry of the Final Judgment, additional amounts have become due to Plaintiff and its Assignee for

additional assessments, interest and late charges assessed against the property incurred after May 30, 2018.

101. Also, like the other cases Schandler submitted fraudulent Affidavits along with the Motion to Amend the Final Judgment, seeking charges for accelerated monthly and special assessments (with no mention or claim in the complaint or reserved jurisdiction of the court to entertain such charges), property taxes that the Assignee never paid prior to the entry of the Amended Final Judgment, and Schandler's grossly inflated attorney's fees with no Affidavit of Reasonableness to accompany his Affidavit.

102. The Motion to Amend the Final Judgment did not request leave to alter the sale process or have the sale take place onsite.

103. Notwithstanding the false pretenses by which Schandler and the Assignee obtain the Amended Final Judgment amounts, the true purpose of the Amended Final Judgment was for them to be able to alter the sale procedure to allow for them to conduct their own foreclosure sale (or give the appearance of one) that each time results in the Assignee obtaining the Certificate of Title to these properties, free of mortgages, for just \$100.00 in consideration, if any.

104. On August 23, 2018, the Court in this matter entered an Order cancelling the foreclosure scheduled on September 27, 2018.

105. Contemporaneously, with this Order cancelling the September 27, 2018 foreclosure, the Court entered an Amended Final Judgment of Foreclosure and ordered the Plaintiff's Assignee, Samuel R. Danziger as Trustee of the IPI Cross Fox Land Trust 2018-3 sell the subject property at public sale on October 23, 2018.

106. As in all the other cases, the Assignee's Amended Final Judgment provided that if the high bidder fails to pay the balance of the winning the bid the next day, the Assignee Samuel Danziger as Trustee of the IPI Cross Fox Land Trust 2018-3 was the next highest bidder"
107. Exactly like the Amended Final Judgments used by Schandler and Danziger, Paragraph 6 of the Amended Final Judgment states "Plaintiff's Assignee's attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property."
108. On October 23, 2018, Schandler filed an Affidavit of Plaintiff naming Plaintiff Assignee, Samuel R. Danziger as Trustee of the IPI Land Trust 2017-5, which bidder having a credit of the Judgment amount of \$34,648.32, place at high bid at the foreclosure sale of the property in the amount of \$100.00.
109. And like the other Affidavits Schandler submitted to comply with Paragraph 6 of the Amended Final Judgments, there are no other bids or bidders listed.
110. On November 14, 2018, the Clerk of Court issued a Certificate of Title to Samuel R. Danziger as Trustee of the IPI Land Trust 2017-5.
111. Just one month later on December 24, 2018, the subject property was sold and conveyed by Samuel R. Danziger to Daniel Hagevik for \$146,000.00 and Brad I. Schandler, prepared the special statutory warranty deed.

(5) Players Place Townhomes, Inc. v. Nicole Gelinas
Broward County Case No.: COCE18029000 (52)
2038 Winners Circle, North Lauderdale, Florida 33068

112. Like all the other cases referenced above, Players Place Townhomes, Inc. filed its lawsuit to foreclosure its claim of lien for unpaid regular monthly assessments.
113. The Defendants were defaulted on April 1, 2019. On May 9, 2019 the Association obtained its Final Judgment for Foreclosure in the amount of \$7,917.98 and the property was ordered to public sale on June 21, 2019 to be conducted by the clerk of court through www.broward.realforeclosure.com.
114. On June 14, 2019, Schandler, as counsel for Plaintiff Association's assignee filed a Motion to Cancel Sale and Motion to Amend Complaint by Interlineation (to add the IRS as a defendant to foreclose) and Vacate Final Judgment.
115. On June 14, 2019, Schandler filed a Notice of Hearing for these Motions to be heard on June 27, 2019.
116. However, on June 14, 2019, without notice and hearing, Schandler submitted the Order Cancelling the Sale to the Court and it was entered cancelling the June 21, 2019 foreclosure sale.
117. On June 24, 2019, an Order granting the Motion to Amend Complaint by Interlineation and Vacate Final Judgment was granted and the Amended Complaint was deemed filed. A Notice of Cancellation of the June 27, 2019 hearing on the motion was filed this same day.
118. On August 8, 2019, Schandler, as the Plaintiff's assignee's counsel, filed a Motion for Default against the Department of the Treasury-Internal Revenue Service and for Amended Final Judgment of Foreclosure.

119. The basis pleaded in the Motion was to foreclose out the IRS's lien and add additional fees and costs. Again, as in every other Motion to Amend Final Judgment, there is no request to change the foreclosure sale procedure from a Clerk sale via online auction to the Assignee conducting the sale at the property address.
120. On August 19, 2019, the Court entered an Amended Final Judgment of Foreclosure increasing the amount of the judgment entered just three months prior on May 10, 2019 for \$7,917.98 to \$20,701.39.
121. Furthermore, the Amended Judgment was entered in favor of Samuel Danziger, as Trustee of IPI Players Place 2019-6 Land Trust and the sale procedures were altered from the Clerk of Court selling the property at a public online auction to the Assignee selling the property on September 27, 2019 at the property address.
122. Exactly like all other Amended Final Judgments used by Schandler and Danziger, Paragraph 6 of the Amended Final Judgment states "Plaintiff's Assignee's attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property."
123. On September 27, 2019, Schandler as counsel for Plaintiff's Assignee filed an Affidavit listing the "names, addresses, and other identifying information for the high bidder at the foreclosure sale conducted pursuant to this Court's Amended Final Judgment of Foreclosure, and all other bidders who appeared for the sale of the property is as follows – Bidder No. 1: Plaintiff's Assignee. No bid amount was listed for the Assignee.

124. On October 10, 2020, Certificate of Title was issued to Samuel R. Danziger as Trustee of the IPI Players Place Land Trust 2019-6 and on October 17, 2020 per the writ of possession filed with the court, “turned over to Brad Schandler”
125. On February 24, 2020, the subject property was sold and conveyed by Samuel R. Danziger to Anthony Kevin Fertil for \$199,000.00 and Brad I. Schandler, prepared the special statutory warranty deed.
126. This ‘Affidavit of Plaintiff’ submitted in accordance with paragraph 6 of the Amended Final Judgment reflects that no bidders showed up to bid at a foreclosure auction for an unencumbered property, exempting the Association’s lien, which was subsequently sold by the Assignee on February 24, 2020 for \$199,000.00. This is a clear illustration of the windfall received by the Assignee because of the fraudulent scheme described in this motion.

**(6) Concord Village Condominium VII Association v. Wells Fargo Bank, N.A.
Broward County Case No.: CONO18013755 (72)
7750 West McNab Road, Unit 320, Tamarac, Florida 33321**

127. Like all the other cases referenced above, Concord Village Condominium VII Association, Inc. filed its lawsuit to foreclosure its claim of lien for unpaid regular monthly assessments.
128. The Defendant, Wells Fargo Bank, N.A., had obtained its interests in the subject property via Deed in Lieu of Foreclosure recorded in the Official Records of Broward County, Florida under Instrument #112658576 on November 21, 2014.
129. The Defendant was defaulted on December 14, 2018. On February 18, 2019 the Association obtained its Final Judgment for Foreclosure on in the amount of

\$18,104.39 and the property was ordered to public sale to be conducted by the clerk of court through www.broward.realforeclosure.com on March 29, 2019.

130. On March 27, 2019, Schandler filed a Motion to Cancel Sale as counsel for Plaintiff's Assignee. The motion was granted without a hearing on March 28, 2019.

131. Thereafter, on April 2, 2019, Schandler filed a Motion to Amend Judgment and Reschedule Sale as counsel for Plaintiff's Assignee. The motion did not request leave to alter the sale process or have the sale take place onsite.

132. On April 25, 2019, the Court entered an Amended Final Judgment of Foreclosure increasing the amount of the judgment entered just two months prior on February 18, 2019 from \$18,104.39 to \$34,763.40.

133. Of the increased Judgment amount, \$8,786.00 in maintenance fees were added, notwithstanding these amounts had been incorporated and accounted for in the original judgment. Schandler and the Assignee also included \$2,096.78 for real property taxes that had not be paid by the Assignee along with Shandler's \$4,275.00 in attorney's fees. Notably, the amounts submitted in the Amended Final Judgment do not match the numbers provided in support of the Motion to Amend Judgment.

134. Once again, the Amended Judgment entered in favor of Samuel Danziger, as Trustee of IPI Concord Village Land Trust 2019-3 and the sale procedures were altered again from the Clerk of Court selling the property at a public online auction to the Assignee selling the property on May 31, 2019 at the property address.

135. Exactly like all other Amended Final Judgments used by Schandler and Danziger, Paragraph 6 of the Amended Final Judgment states "Plaintiff's Assignee's attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property

which affidavit shall set forth the names, addresses, and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.”

136. On May 31, 2019, Schandler as counsel for Plaintiff’s Assignee filed an Affidavit listing the “names, addresses, and other identifying information for the high bidder at the foreclosure sale conducted pursuant to this Court’s Amended Final Judgment of Foreclosure, and all other bidders who appeared for the sale of the property is as follows –

- a. “Bidder No. 1: Valdes Realty Holdings Land Trust, 7750 W. McNab Road, Unit 320, Tamarac, FL 33321 which bidder placed the high bid at the foreclosure sale of the property in the amount of \$70,000.00
- b. Bidder No.: 2: JJM3, LLC, 4901 NE 29th Ave., Lighthouse Point, Florida
- c. Bidder No.: 3 Plaintiff’s Assignee.”

137. Consciously missing from the Plaintiff’s Affidavit is the bid amount by JJM3, LLC and any possible credit bid by the Plaintiff’s Assignee.

138. On June 4, 2019, Schandler as the representative of Plaintiff, Concord Village Condominium VII’s Association, Inc. Assignee, Samuel R. Danziger, as Trustee of the IPI Concord Village Land Trust 2019-3 filed a Certificate of Sale stating:

- a. Valdes Realty Holdings Land Trust failed to pay the balance of its high bid of \$70,000.00 on the day following the foreclosure sale.
- b. Accordingly, pursuant to the Amended Final Judgment of Foreclosure, the Assignee was the high bidder at the foreclosure sale.

c. The Clerk of the Court shall therefore issue a Certificate of Title in favor of Samuel R. Danziger, as Trustee of the IPI Concord Village Land Trust 2019.

139. Much like Kitty Lefkowitz, the “winning bidder who failed to make payment” from the auction involving the Celano’s property, the winning bidder here is untraceable as the contact information listed for Valdes Realty Holdings Land Trust is the property address up for sale and the name of the Trustee of the is not listed.

140. On June 20, 2019, the Clerk of Court issued the Certificate of Title to Samuel R Danziger as Trustee of the IPI Concord Village Land Trust 2019-3 and title remains with him.

141. Zillow currently lists the market value for the property at 7750 West McNab Road, Unit 320, Tamarac, FL 33321 at \$129,600.0 and like the majority of the other properties discussed in this Motion, no mortgage existed against this property.

EXHIBIT A

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

CASE NO. CACE20012603 DIVISION 03 JUDGE Nicholas Lopane

Emerald Tower Association, Inc

Plaintiff(s) / Petitioner(s)

v.

Unknown Trustees, Heirs, Beneficiaries or Devises of the Joint Joseph S. Celano and Dorothy Celano Trust Dated November 20, 1991, et al

Defendant(s) / Respondent(s)

_____ /

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE having come before the Court on April 26, 2021 on Plaintiff's Motion for Final Judgment of Foreclosure, and the Court having considered the pleadings and proofs submitted, having reviewed the Court file, and being otherwise duly advised in the premises,

It is hereby adjudged that:

1. This Court has jurisdiction of the subject matter hereto and the parties hereto. The equities of this cause are with the Plaintiff. Service of Process has been duly and regularly obtained over the Defendants, UNKNOWN TRUSTEES, HEIRS, BENEFICIARIES OR DEVISEES OF THE Joint Joseph S. Celano and Dorothy Celano Trust dated November 20, 1991 and Joseph S. Celano, JR.

2. **Amounts Due.** There is due and owing to the Plaintiff the following:

Monthly Assessments, Special Assessments, Interest, Late Fees and Collection Costs through 2/24/21	\$15,252.23
Electric (FPL) through 2/24/21	\$365.11
Monthly Assessments, Special Assessments, Interest, Late Fees from 2/25/20 through 4/26/21	\$2,347.70
Electric (FPL) from 2/25/21 through 4/26/21	\$68.37
Costs	\$2,111.00
Attorney's Fees	\$5,500.00

TOTAL DUE	\$25,644.41
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3. **Interest.** The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. **Lien on Property.** Plaintiff, whose address is Wasserstein, P.A., c/o Daniel Wasserstein, 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431, holds a lien for the total sum specified in Paragraph 2, superior to any right, title, interest or claim of the Defendant, and all persons, corporations and other entities claiming by, through or under the Defendant, or any of them, and the property shall be sold free and clear of all claims of the Defendant. The Plaintiff's lien encumbers the following described property in Broward County, Florida:

A condominium Parcel designated as Apartment No. 507, of EMERALD TOWER, a condominium according to the Declaration thereof, dated July 31, 1972, and recorded in Official Records Book 4998, Page 374, of the Public Records of Broward County, Florida. Together with a right of perpetual exclusive use of parking space 63-B.

Street Address: 1401 S. Ocean Boulevard, Unit 507, Pompano Beach, Florida 33062.

5. **Sale of Property.** If the grand total amount described in paragraph 2, with interest at the rate described in Paragraph 3, and all fees and costs accrued subsequent to this judgment are not paid within five (5) days, the Clerk of this Court shall sell that property at public sale on this 1st day of JUNE, 2021 to the highest bidder or bidders for cash, in accordance with Florida Statute 45.031 by electronic sale beginning at 10:00 a.m. on the prescribed date, except as prescribed in Paragraph 6, at: www.broward.realforeclose.com

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Florida Statute 45.031 for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. **Right of Redemption.** In accordance with Section 45.0315, Florida Statutes, upon the Clerk filing the Certificate of Sale, Defendant shall forever be barred and foreclosed of any and all equity or right of redemption in and to the property.
8. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 3 from this date to the date of the sale. During the sixty (60) days after the Clerk issues the Certificate of Disbursements, the Clerk shall hold the surplus pending further order of this Court. The Clerk is hereby directed to disburse funds to Plaintiff payable to "**WASSERSTEIN, P.A. TRUST ACCOUNT**".
9. **Right of Possession.** Upon the Clerk filing the Certificate of Title, the Defendant and all persons claiming under or against the Defendant since the filing of the Notice of Lis Pendens shall be forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property, and the purchaser at the sale, or his or her representative or assigns, shall be let into possession of the property, subject to the provisions of the "Protecting Tenant at Foreclosure Act of 2009."
10. **Attorney Fees.** This Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the hours expended by Plaintiff's counsel were reasonable, and that a reasonable hourly rate of up to \$275.00 is appropriate. Plaintiff's counsel represents that the attorney's fee awarded does not exceed his contract fee with the Plaintiff. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985).
11. **Jurisdiction.** Jurisdiction over the subject matter and the parties hereto is reserved for the purpose of modifying and amending this judgment to include additional sums and

assessments accruing before sale, entering such further orders and judgments as are necessary and proper, including but not limited to, writs of possession, deficiency judgments and orders and judgments providing for the extinguishment of any other interest in the subject property subordinate to Plaintiff's interest therein.

**Notice PURSUANT TO AMENDMENT
TO SECTION FLORIDA STATUTE 45.031:**

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.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING SURPLUS.

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, 201 SE 6th Street, FORT LAUDERDALE, Florida 33301 (Telephone: 954-831-6565) 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 claim the additional money, you should read very carefully all papers you are required to sign. ask someone else, preferably an attorney who is not related to the person offering to help you, to make sure that you understand what you are signing and that 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 the Legal Aid Society OF BROWARD County, 491 N. STATE ROAD 7, PLANTATIN, FLORIDA 33317 (Telephone: 954-765-8950) 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 the Legal Aid Society OF BROWARD COUNTY, 491 N. STATE ROAD 7, PLANTATIN, FLORIDA 33317 (Telephone: 954-765-8950), you should do so as soon as possible after receipt of this notice.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 04-26-2021.

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Hon. Nicholas Lopane

CIRCUIT JUDGE

Electronically Signed by Nicholas Lopane

Copies Furnished To:

Daniel Wasserstein , E-mail : danw@wassersteinpa.com

Max Karyo , E-mail : service.karyolaw@gmail.com

Max Karyo , E-mail : karyolaw@gmail.com

Samuel Gittle, Esq , E-mail : Sam@epgdllaw.com

EXHIBIT B

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Form 1.996(a) Final Judgment of Foreclosure

FINAL JUDGMENT

This action was tried before the court. On the evidence presented

IT IS ADJUDGED that:

1. **Amounts Due.** Plaintiff,(name and address)....., is due

Principal

Interest to date of this judgement

Title Search expenses

Taxes

Attorney's fees total

Court costs, now taxed

Other

Subtotal \$

LESS: Escrow balance

LESS: Other

TOTAL \$

That shall bear interest at a rate of 7% per year.

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in County, Florida:

(describe property)

3. **Sale of Property.** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on(date)....., to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at(street address of courthouse)..... in County in (name of city)....., Florida, in accordance with section 45.031, Florida Statutes (2013), using the following method (CHECK ONE):

..... At(location of sale at courthouse; e.g., north door)....., beginning at(time of sale)..... on the prescribed date.

..... By electronic sale beginning at(time of sale)..... on the prescribed date at(website).....

4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.
5. **Distribution of Proceeds.** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending further order of this court.
6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, defendant(s) and all persons claiming under or against

defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. Attorneys' Fees.

[If a default judgment has been entered against the mortgagor]

Because a default judgment has been entered against the mortgagor and because the fees requested do not exceed 3% of the principal amount owed at the time the complaint was filed, it is not necessary for the court to hold a hearing or adjudge the requested attorneys' fees to be reasonable.

[If no default judgment has been entered against the mortgagor]

The court finds, based upon the affidavits/testimony presented and upon inquiry of counsel for the plaintiff that ___ hours were reasonably expended by plaintiff's counsel and that an hourly rate of \$_____ is appropriate. Plaintiff's counsel represents that the attorneys' fees awarded does not exceed its contract fee with the plaintiff. The court finds that there is/are no reduction or enhancement factors for consideration by the court pursuant to *Florida Patients Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985). (If the court has found that there are reduction or enhancement factors to be applied, then such factors must be identified and explained herein).

[If the fees to be awarded are a flat fee]

The requested attorneys' fees are a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.

8. Jurisdiction Retained.

Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

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 THE FINAL JUDGMENT.

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.

[If the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the final judgment shall additionally contain the following statement in conspicuous type:]

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 CONTACT THE CLERK OF THE COURT, (INSERT INFORMATION FOR APPLICABLE COURT) WITHIN 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 CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT 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 (INSERT LOCAL OR NEAREST LEGAL AID OFFICE AND TELEPHONE NUMBER) 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 (NAME OF LOCAL OR NEAREST LEGAL AID OFFICE AND TELEPHONE NUMBER) FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED at, Florida, on(date).....

Judge

NOTE: Paragraph 1 must be varied in accordance with the items unpaid, claimed, and proven. The form does not provide for an adjudication of junior lienors' claims nor for redemption by the United States of America if it is a defendant. The address of the person who claims a lien as a result of the judgment must be included in the judgment in order for the judgment to become a lien on real estate when a certified copy of the judgment is recorded. Alternatively, an affidavit with this information may be simultaneously recorded. For the specific requirements, see section 55.10(1), Florida Statutes; *Hott Interiors, Inc. v. Fostock*, 721 So.2d 1236 (Fla. 4th DCA 1998).

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EXHIBIT C

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

EMERALD TOWER ASSOCIATION, INC.

CIVIL DIVISION

Plaintiff,

vs.

CASE NO.: CACE 20-12603

Unknown Trustees, Heirs, Beneficiaries or
Devises of the Joint Joseph S. Celano and
Dorothy Solano Trust Dated November 20,
1991, et al.

Defendants _____/

**MOTION TO AMEND FINAL JUDGMENT
OF FORECLOSURE and RESCHEDULE FORECLOSURE SALE**

Plaintiff, EMERALD TOWER ASSOCIATION, INC., by its Assignee's undersigned
counsel, files this Motion to Amend Final Judgment of Foreclosure against Defendants
Unknown Trustees, Heirs, Beneficiaries or Devises of the Joint Joseph S. Celano and Dorothy
Solano Trust Dated November 20, 1991, and Joseph S. Celano, Jr., and to reschedule foreclosure
sale and in support thereof states as follows:

1. After unsuccessful attempts were made to serve Defendants at the property which
is the subject of this foreclosure action, the Court appointed a Guardian, Administrator, Attorney
Ad Litem to represent the interests of Unknown Trustees, Heirs, Beneficiaries or Devises of the
Joint Joseph S. Celano and Dorothy Solano Trust Dated November 20, 1991.

2. The Court appointed Guardian, Administrator, Attorney Ad Litem , using an
online database, searched for possible relatives of the Defendants. Pursuant to the Ad Litem's
Report the only name listed was a Joseph J. Celano Jr. That person was subsequently properly
served with a Summons and Amended Complaint for Foreclosure in this by the Plaintiff on

December 19, 2020.

3. A Default was entered against that additional Defendant by the Clerk of the Court on February 23, 2021.

4. A Final Judgment of Foreclosure was entered by this Court on April 26, 2021 which Judgment awarded Plaintiff Association maintenance and late fees through April 26, 2021.

5. Since the entry of the Final Judgment, additional amounts have become due for unpaid Association maintenance and special assessments which amounts Plaintiff's Assignee is entitled to recover.

6. In addition, Plaintiff's Assignee has recently discovered that a Tax Certificate has been applied for due to the failure to pay real property taxes for the subject property since 2018.

7. Plaintiff's Assignee may be required to advance funds to pay the unpaid real property taxes for the subject property to avoid a tax deed sale and to preserve and protect its lien against the property that is the subject of this foreclosure action.

8. Attached hereto as Exhibit A is an Affidavit of Amounts Due in support of this Motion to Amend Judgment.

9. Attached hereto as Exhibit B is an Affidavit of Attorney's Fees.

10. Attached hereto as Exhibit C is an Affidavit of Costs.

11. It is well-established Florida law that the obligation to pay condominium maintenance is unconditional. See Abbey Park Homeowners Association v. Bowen, 508 So.2d 554 (Fla. 4th DCA 1987).

12. The Association's governing documents provide for the collection of

assessments, costs of collection and attorney's fees should the Association be required to file a legal action to recover unpaid assessments. The Supreme Court of Florida has stated: a unit owner's duty to pay assessments is conditioned solely upon whether the owner holds title to the unit and whether the assessment conforms with the governing documents of the Association and Florida Statutes. Ocean Trail Unit Owners Association, Inc. v. Mead, 650 So.2d 19 (Fla. 1994).

13. The Association's governing documents also provide that: The sale, transfer or lease of the unit may be made only to no more than two individuals, to a husband and wife jointly, to the trustee or trustees of a trust, the beneficiaries of which are limited to no more than two individuals, a husband-and-wife, or the lineal descendants of the husband-and-wife, or either of them, or to a partnership organized for the purpose of holding title to a unit and the partners of which are no more than two individuals or a husband-and-wife. Further, the governing documents provide that: Sales, transfer or leases to multiple owners, trustees, partners, partnerships, except as provided herein, and sales, leases or transfers to corporations, limited liability companies and other such entities are prohibited.

WHEREFORE Plaintiff, by its Assignee's undersigned counsel, respectfully request that this Court:

A, Enter an Amended Final Judgment of Foreclosure against Defendants Unknown Trustees, Heirs, Beneficiaries or Devisees of the Joint Joseph S. Celano and Dorothy Solano Trust Dated November 20, 1991, and Joseph S. Celano, Jr. which Amended Final Judgment awards Plaintiff's Assignee the additional amounts owed and reschedules a foreclosure sale of the property that is to be conducted at the property that is subject of this foreclosure action;

- B. Award Plaintiff's Assignee all its costs and attorney's fees incurred;
- C. Award Plaintiff's Assignee such further relief as this Court deems appropriate.

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Amend Final Judgment of Foreclosure and Reschedule Sale was furnished by mail and/or via the Florida Court e-filing portal to: Max Karyo, Esq, at service.karyolaw.com and to Joseph S. Celano, Junior, at 6147 N. Sheridan Rd., Apt.27A, Chicago, IL 60660 this 17 day of May, 2021.

Respectfully submitted,

Brad I. Schandler
Attorney for Plaintiff's Assignee
4700 Sheridan Street
Suite J
Hollywood, FL 33021
Telephone: 305-662-9 700
Facsimile: 954-606-0336
Email: Bradis4Law@gmail.com

By: 

Brad I Schandler, Esq.
Florida Bar No.:381713

Exhibit A

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5. The amount presently due and/or which may become due for the real property is as follows:

Principal Due on Final Judgment of Foreclosure	\$25,644.41
Interest at 18% due from date of Final Judgment	\$ 1,024.37
Late Charges	\$ 150.00
Accelerated maintenance fees 05-01-21 through 12-31-21	\$4,581.28
Accelerated special assessment fees 05-01-21 through 12-31-21	\$3,520.64
Assignee Attorneys Fees incurred to date and anticipated through issuance of Certificate of Title	\$ 8,431.25
Locksmith fee	\$251.45
TOTAL:	\$43,603.40
Plus interest at \$27.68 Per day from May 17, 2021	


6. ET has expended and will expend during the pendency of this suit certain necessary costs to protect its security, all of which are secured by the lien

7. ET has employed BRAD I. SCHANDLER, as its attorney to prosecute this proceeding and has agreed to pay him a reasonable attorney's fee for his services, this fee being an additional indebtedness secured by the lien.

8. Affiant makes the aforesaid statements in support of its Motion to Amend Final Judgment of Foreclosure and Reschedule Foreclosure Sale.

9. Affiant makes this affidavit based upon personal knowledge.

FURTHER AFFIANT SAYETH NAUGHT


BRAD I. SCHANDLER

STATE OF FLORIDA)

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BRAD I. SCHANDLER, who is personally known to me or has produced for identity the following: F DL, and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Miami-Dade County, Florida, this 17th day of May, 2021.

Alianne Lewis

Print Name:
NOTARY PUBLIC
STATE OF FLORIDA, AT LARGE



My Commission expires:

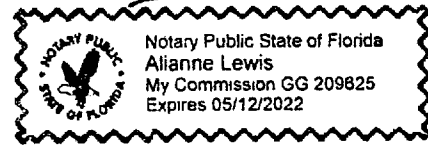


Exhibit B

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

EMERALD TOWER ASSOCIATION, INC.

CIVIL DIVISION

Plaintiff,

vs.

CASE NO.: CACE 20-12603

Unknown Trustees, Heirs, Beneficiaries or
Devises of the Joint Joseph S. Celano and
Dorothy Solano Trust Dated November 20,
1991, et al.

Defendants /

AFFIDAVIT OF ATTORNEY AS TO FEES

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned notary public, this date appeared BRAD I. SCHANDLER, ESQ., personally known to me and having taken an oath, attorney for the Plaintiff's Assignee in the above-referenced foreclosure action, and who would respectfully petition this Honorable Court to award attorney's fee pursuant to the applicable provisions of the Condominium Association governing documents and claim of lien being foreclosed, who deposes and says the following time has been, or is reasonably expected to be expended:

<u>DATE</u>	<u>TRANSACTION</u>	<u>HOURS</u>
05-11-21	preparation of Assignment documents, Notice of Appearance,	3.0
05-12-21	Motion to Cancel Foreclosure Sale, file preparation travel to bank to obtain cashier's check, dictate cover letter	1.0
05-13-21	to attorney, travel to FedEx facility to deliver; e-file Stipulation of Substitution of Counsel and Notice of Appearance telephone conference with Plaintiff's attorney; telephone	5.25
05-14-21	conference with Guardian, Administrator Attorney ad litem; draft and e-file agreed Motion to Cancel Sale; draft and e-file Agreed Motion to Enter, Inspect and Photograph Property; Second telephone conference with plaintiff's attorney confirming delivery of FedEx package; telephone conference with Broward	3.75

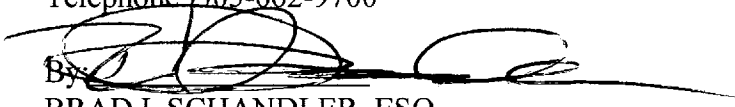
	Circuit Court foreclosure clerk's office to confirm sale canceled; travel to property to meet locksmith; meet locksmith, photograph and inventory property interior; meet with property manager	
05-17-21	calculation of amended amounts owed, calculation of time span between entry of judgment and affidavit to be filed, preparation and e-filing of amended affidavit of amount due, affidavit of costs; telephone conference with attorney on e-service list who had never filed pleadings; create index of pleadings; research property and death records for Cook County, Illinois	4.0
anticipated	attendance at hearing on Motion to Amend Final Judgment of Foreclosure and Reschedule Foreclosure Sale	2.0
anticipated	attendance at and monitoring of foreclosure sale	2.0
anticipated	Post foreclosure sale follow-up with Clerk of Court regarding issuance of Certificate of sale, Certificate of Title	
	TIME TOTAL HOURS:	21.0
	RATE: \$475.00	
	TOTAL	\$9,975.00

The normal hourly rate charged the client for the services listed above is \$475.00 per hour. Therefore, based upon the foregoing, your undersigned respectfully petitions the Court for an award of Attorney's fees in the amount o \$9975.00.

FURTHER AFFIANT SAYETH NAUGHT.

Respectfully Submitted,

BRAD I. SCHANDLER
Attorney for Plaintiff's Assignee
4700 Sheridan Street, Suite J
Hollywood, Florida 33021
Telephone: 305-662-9700

By: 
BRAD I. SCHANDLER, ESQ.
Florida Bar No. 381713

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take

acknowledgments, personally appeared BRAD I. SCHANDLER, who is personally known to me or has produced for identity the following: F DL, and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Miami-Dade County, Florida, this 17th day of May, 2021.

Alianne Lewis

Print Name:
NOTARY PUBLIC
STATE OF FLORIDA, AT LARGE

My Commission expires:

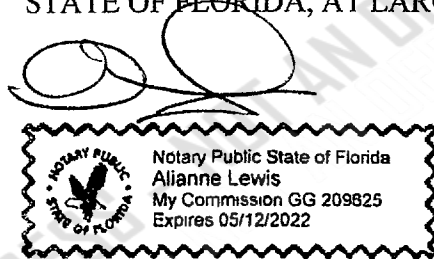


Exhibit C

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

EMERALD TOWER ASSOCIATION, INC.

Plaintiff,

CIVIL DIVISION

vs.

CASE NO.: CACE 20-12603

Unknown Trustees, Heirs, Beneficiaries or
Devises of the Joint Joseph S. Celano and
Dorothy Solano Trust Dated November 20,
1991, et al.

Defendants /

AFFIDAVIT OF COSTS

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD'S :

BEFORE ME, the undersigned notary public, this day appeared BRAD I. SCHANDLER,
personally known to me and having taken an oath, deposes and says:

1. Affiant is an attorney licensed to practice in Florida and is the attorney for the
Plaintiff's Assignee in this cause.

2. Plaintiff's Assignee has expended or may expend the following sums as costs in this
action:

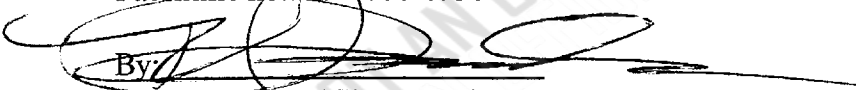
Title Search/Abstract	\$ 125.00
Publication Service	\$ 245.00
Clerk's Sale Fee	\$ 70.00
Kaplan Litigation Services/Skip Trace	\$
Locksmith	\$ 251.45
Postmaster	<u>\$ 4.08</u>
TOTAL	\$ 695.53

3. Affiant makes this affidavit upon personal knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Respectfully Submitted,

BRAD I. SCHANDLER
Attorney for Plaintiff
4700 Sheridan Street
Suite J
Hollywood, FL 33021
Telephone no.: 305-662-9700
Facsimile no.: 305-606-0336

By: 
BRAD I. SCHANDLER, ESQ.
Florida Bar No. 381713

STATE OF FLORIDA)

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BRAD I. SCHANDLER, who is personally known to me or has produced for identity the following: FDL, and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Miami-Dade County, Florida, this 17th day of May, 2021.

Alianne Lewis

Print Name:
NOTARY PUBLIC
STATE OF FLORIDA, AT LARGE

My Commission expires:

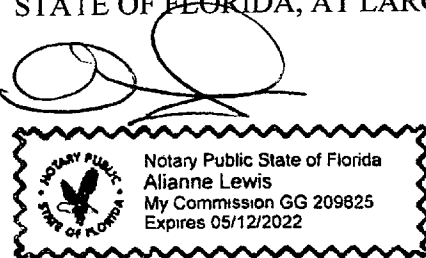


EXHIBIT D

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Filing # 127713764 E-Filed 05/27/2021 06:28:30 PM

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

CASE NO. CACE20012603 DIVISION 03 JUDGE Nicholas Lopane

Emerald Tower Association, Inc

Plaintiff(s) / Petitioner(s)

v.

**Unknown Trustees, Heirs, Beneficiaries or Devisees of the Joint Joseph S. Celano and Dorothy
Celano Trust Dated November 20, 1991, et al**

Defendant(s) / Respondent(s)

AMENDED FINAL JUDGMENT OF FORECLOSURE

THIS ACTION was heard before the Court, via Zoom, on Thursday, May 27, 2021, on Plaintiff's Assignee's Motion to Amend Final Judgment of Foreclosure and Reschedule Foreclosure Sale. On the evidence presented, IT IS ORDERED AND ADJUDGED that Plaintiff's Assignee, ET 507, LLC's, Motion to Amend Final Judgment of Foreclosure and Reschedule Foreclosure Ssale is GRANTED against all Defendants listed by name : Unknown Trustees, Heirs, Beneficiaries or Devisees of the Joint Joseph S. Celano and Dorothy Solano Trust Dated November 20, 1991, and Joseph S. Celano, Jr.

1. Amounts Due and Owing. Plaintiff's Assignee is due:

Principal Due on Final Judgment of Foreclosure entered on April 26, 2021	\$25,644.41
Interest at 18% due from date of Final Judgment	\$ 1,024.37
Late Charges	\$ 150.00
Accelerated maintenance fees 05-01-21 through 12-31-21	\$ 4,581.28
Accelerated special assessment fees 05-01-21 through 12-31-21	\$ 3,520.64
Assignee Attorneys Fees incurred to date and through issuance of Certificate of Title	\$ 8,431.25
Costs	<u>\$ 695.53</u>
GRAND TOTAL	\$43,603.40

2. Interest. The grand total amount referenced in Paragraph 1 shall bear interest from this

date forward at the prevailing legal rate of interest, 4.31% per year.

3. Lien on Property. Plaintiff's Assignee, ET 507, LLC, whose address is c/o Brad I. Schandler, Esq., 4700 Sheridan Street, Suite J, Hollywood, Florida 33021, holds a lien for the GRAND TOTAL sum superior to all claims or estates of the defendants, on the following described property in Broward County, Florida:

A condominium parcel designated as Apartment No. 507, of EMERALD TOWER, a condominium according to the Declaration thereof, dated July 31, 1972, and recorded in Official Records Book 4998, Page 374, of the Public records of Broward County, Florida. Together with a right of perpetual exclusive use of parking space 63-B.

Property Address 1401 S. Ocean Blvd., Unit 507, Pompano Beach, FL 33062

Folio: 494306-AK-0370

4. Sale of property. If the GRAND TOTAL amount with interest at the rate described in Paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Plaintiff's Assignee, ET 507, LLC shall sell the subject property at public sale on July 1, 2021, at 11:00 AM to the highest bidder for cash, except as prescribed. The sale shall be conducted at the subject property identified in paragraph 3 above. Plaintiff's Assignee's attorney shall conduct the sale of the property in the presence of a court reporter to be retained and paid for by Plaintiff's Assignee, the cost of which may be added to the amount of this judgment. Any person or entity wishing to bid at the sale of the property shall first hand-deliver to Plaintiff's Assignee's attorney a cashier's check, made payable to the Clerk of the Court in an amount of not less than \$5,000.00, which amount shall represent a deposit on the total amount bid for the subject property at the time of the sale. Plaintiff's Assignee's attorney shall return all cashier's checks to each prospective bidder who was not the winning bidder at the foreclosure sale. Plaintiff's Assignee's attorney shall deliver the cashier's check of the winning bidder to the Clerk of the Court, along with the the Affidavit of Plaintiff's Assignee, as described in paragraph 5 below. The sale shall be conducted after having first given notice as required by Section 45.031, Florida Statutes.

5. The high bidder at the foreclosure sale conducted pursuant to this Amended Final Judgment shall have until 12 o'clock noon on the day following the foreclosure sale of the property to pay the balance of its high bid , including all additional clerk fees, registry fees, and other costs as calculated by the Clerk of the Court. Should the high bidder at the foreclosure sale fail or refuse to pay the balance of its high bid by 12:00 p.m., noon, on the day following the foreclosure sale of the property, then it is hereby determined that the Plaintiff's Assignee, ET 507, LLC was the next highest bidder for the subject property, in which event the Clerk of the Court shall issue a Certificate of Title in favor of Plaintiff's Assignee.

6. Plaintiff's Assignee's attorney shall file an Affidavit of Plaintiff at the conclusion of the sale of the subject property which affidavit shall set forth the names, addresses and other identifying information for the high bidder at the sale conducted at the property and all other bidders who appeared for the sale of the subject property.

7. After filing the Affidavit of Plaintiff s Assignee as described in paragraph 6 above, Plaintiff's Assignee attorney shall also file and submit to the Clerk of the Court a Certificate of Sale, which shall constitute the filing of the Certificate of Sale by the Clerk of the Court as recited in §45.0315, Florida Statutes, and which certificate shall confirm the date of the sale

and shall identify the name of the high bidder at the foreclosure sale so that the Clerk of the Court can issue a Certificate of Title in favor of the high bidder or in favor of Plaintiff's Assignee.

8. Costs. Plaintiff's Assignee shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff's Assignee is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for documentary stamps affixed to the Certificate of Title.. If Plaintiff's Assignee is the purchaser, the Clerk shall credit Plaintiff's Assignee's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

9. Distribution of Proceeds. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's Assignee's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's Assignee's attorney's fees; fourth, the total sum due to the Plaintiff's Assignee, less the items paid, plus interest at the rate prescribed in paragraph 2 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

10. Right of Possession. Upon filing of the Certificate of Sale, defendants and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Fla. Stat., if any. Upon filing of the Certificate of Title, the person or entity named on the Certificate of Title shall be let into possession of the property and, if necessary, the Clerk of the Court shall issue a Writ of Possession in favor of the person or entity named on the Certificate of Title, upon application for a Writ of Possession by such person or entity named on the Certificate of Title and without the need for a hearing.

11. Jurisdiction. The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession, deficiency judgments and orders or judgments determining the priority of interests to any surplus proceeds remaining from the foreclosure sale.

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 THE FINAL JUDGMENT.

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

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, 201 S.E. 6TH STREET, FORT LAUDERDALE (TELEPHONE: 954-831-6565, WITHIN (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 CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE

CaseNo: CACE20012603

Page 4 of 4

REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT 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 THE LEGAL AID OF BROWARD COUNTY 491 NORTHSTATE ROAD 7, PLANTATION, FLORIDA, (TELEPHONE: 954-765-8950, 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 OF BROWARD COUNTY , YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 05-27-2021.

~~CACE20012603 05-27-2021 3:50 PM~~

CACE20012603 05-27-2021 3:50 PM

Hon. Nicholas Lopane

CIRCUIT JUDGE

Electronically Signed by Nicholas Lopane

Copies Furnished To:

Brad I Schandler , E-mail : bradis4law@gmail.com

Daniel Wasserstein , E-mail : danw@wassersteinpa.com

Max Karyo , E-mail : service.karyolaw@gmail.com

Max Karyo , E-mail : karyolaw@gmail.com

Samuel Gittle, Esq , E-mail : Sam@epgdlaw.com

EXHIBIT E

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EMERALD TOWER ASSOCIATION, INC.

Plaintiff,

vs.

Unknown Trustees, Heirs, Beneficiaries or
Devises of the Joint Joseph S. Celano and
Dorothy Solano Trust Dated November 20,
1991, et al.

Defendants

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

CIVIL DIVISION


CASE NO.: CACE 20-12603

AFFIDAVIT OF PLAINTIFF

COMES NOW, Brad I. Schandler, as counsel for Plaintiff's Assignee, ET 507 LLC and
as authorized agent for Plaintiff's Assignee who, upon being duly sworn, did state:

1. This affidavit is being submitted in accordance with paragraph 6 of the Amended Final Judgment of Foreclosure entered by the Court on May 27, 2021.
2. The names and addresses for the high bidder at the foreclosure sale conducted pursuant to this Court's Amended Final Judgment of Foreclosure, and all other bidders who appeared for the sale of the property is as follows:
 - Bidder No. 1: Kitty Lefkowitz, c/o 1401 S. Ocena Blvd., Unit 507, Pompano Beach, Florida 33062, which bidder placed the high bid at the foreclosure sale of the property in the amount of \$185,000.00.
 - Bidder No. 2: Hernando A. Posse, 10432 NE. 26th Ave., #94C, Miami, FL 33180
 - Bidder No. 3: Plaintiff's Assignee.

FURTHER AFFIANT SAYETH NAUGHT


Brad I. Schandler

STATE OF FLORIDA
COUNTY OF BROWARD

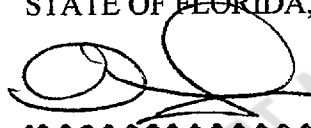
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Brad I. Schandler, who is personally known to me or has

produced for identity the following: FDL, and who did /did not take an oath.

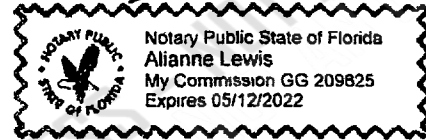
IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hollywood Broward Court Florida this 15 day of July, 2021.

Alianne Lewis

Print Name:
NOTARY PUBLIC
STATE OF FLORIDA, AT LARGE



My Commission expires:



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EXHIBIT F

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

EMERALD TOWER ASSOCIATION, INC.

Plaintiff,

CIVIL DIVISION

vs.

CASE NO.: CACE 20-12603

Unknown Trustees, Heirs, Beneficiaries or
Devises of the Joint Joseph S. Celano and
Dorothy Solano Trust Dated November 20,
1991, et al.

Defendants

CERTIFICATE OF SALE

I, the undersigned attorney representative of Plaintiff, EMERALD TOWER ASSOCIATION, INC.'s Assignee, ET 507, LLC, do hereby certify that pursuant to the Amended Final Judgment of Foreclosure issued by the Court on May 27, 2021, a foreclosure sale was conducted for the above captioned case on Thursday, July 1, 2021, after proper publication of the Notice of Judicial Sale. The highest and best bid for the property was entered by Kitty Lefkowitz, who failed to pay the balance of the high bid on the day following the foreclosure sale of the property.

Accordingly, pursuant to the terms of the Amended Final Judgment of Foreclosure, the Court has determined that Plaintiff's Assignee, ET 507, LLC was the high bidder at the foreclosure sale. The Clerk of the Court shall therefore issue a Certificate of Title in favor of ET 507, LLC upon the expiration of the period of time for the filing of any objections to the foreclosure sale. This certificate shall constitute the filing of the Certificate of Sale by the Clerk of the Court as prescribed in Florida Statute 45.0315.

WITNESS my hand and seal on this July 2, 2021.

Respectfully Submitted,
Brad I. Schandler
Attorney for Plaintiff's Assignee
4700 Sheridan Street, Suite J
Hollywood, FL 33021
Telephone: 305-662-9700

By: 

Brad I. Schandler, Esq.
Florida Bar No. 381713

EXHIBIT G

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - PROBATE DIVISION

Case No. 2021P005710

Calendar _____

Estate of Joseph Celano

Deceased

ORDER DECLARING HEIRSHIP

After considering evidence concerning heirship, the Court declares that the following are the only heirs of the decedent:

Kori Delcourt, niece

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SEP 09 2021

ENTERED:

G/K/S

Attorney Number 19847

Name Richard A. Kuenster

Firm Name Richard A. Kuenster & Assoc. Ltd

Attorneys for Estate

Address 2721 Modaff Road

City/State/Zip Naperville, Illinois, 60565

Telephone (630) 922-2800

Email kuensterlaw@yahoo.com

_____, 2021
[Signature] 213c
[Judge] [Judge's number]

EXHIBIT H

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This instrument prepared by:
BRAD I. SCHANDLER, ESQ.
4700 Sheridan Street
Suite J
Hollywood, FL 33021

[Space Above This Line For Recording Data]

This Quit-Claim Deed, Executed this 20th day of July, 2021, by

ET 507 LLC, a Florida Limited Liability Company

whose post office address is: 4700 Sheridan Street, Suite J, Hollywood, FL 33021, Grantor*, to

Samuel R. Danziger, a single man

whose post office address is: 7749 Camino Real, Apt. 211, Miami, FL, Grantee*

Witnesseth: That the said Grantor, for and in consideration of the sum of \$10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of BROWARD, State of Florida, to-wit:

A condominium parcel designated as Apartment No. 507, of EMERALD TOWER, a condominium according to the Declaration thereof, dated July 31, 1972, and recorded in Official Records Book 4998, Page 374, of the Public records of Broward County, Florida. Together with a right of perpetual exclusive use of parking space 63-B.

Property Address: **1401 S. Ocean Blvd., Unit 507, Pompano Beach, FL 33062**

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor hereunto set Grantor's hand and seal the day and year first above written.

ET 507 LLC, a Florida limited liability company

Signed, sealed and delivered in presence of:

Witness Desmond Jones
Witness John Harrison

By: Louis S. Katz

STATE OF FLORIDA
COUNTY OF BROWARD

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Louis S. Katz, to me known to be person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

Witness: my hand and official seal in the County and State last aforesaid this 20th day of July, 2021.

[Signature]
Notary Public
My commission expires: