

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR DADE COUNTY**

CASE NO.
GENERAL JURISDICTION DIVISION

KATHERINE FERNANDEZ-RUNDLE,

Plaintiff,

vs.

RAUL GREAVES, and
GERONIMO WAREHOUSE PARK CONDOMINIUM
ASSOCIATION, and UNKNOWN TENANTS IN POSSESSION,

Defendant(s).

COMPLAINT FOR FORECLOSURE

Plaintiff, Katherine Fernandez-Rundle ("Plaintiff"), sues Defendants, Raul Greaves, and Geronimo Warehouse Park Condominium Association and allege:

1. This is an action to foreclose a mortgage on real property in Miami-Dade County, Florida.
2. On March 11, 2011, Raul Greaves, executed and delivered a note and Mortgage securing payment of it to Katherine Fernandez-Rundle the mortgage was recorded on April 18, 2011, in Official Records Book 27657 at Page 0569 of the Public Records of Miami-Dade County, Florida and mortgaged the properties described in it then owned by and in possession of the mortgagor. (A true and correct copy of the original mortgage and note are attached hereto and made a part hereof as Exhibit "A").
3. Plaintiff continues to own and hold the note and mortgage.
4. The Geronimo Warehouse Park Condominium association is being joined to eliminate any interest that they may have in the property.

5. The property described in the mortgage is now owned by Defendant, Raul Greaves who acquired the property by Special Warranty Deed recorded on April 18, 2011 as recorded at Official Records Book 27657 at Page 0566 of the public records of Miami-Dade County, Florida. (See attached Deed as Plaintiff's exhibit "B").

6. Defendant, Raul Greaves has defaulted under the note and mortgage by failing to make the monthly payment due on August 2012 or any subsequent payment thereafter. (See demand letter attached hereto as exhibit "C").

7. As a second evidence of default the Taxes are currently due for 2011 and 2012 and 2013, despite the fact that the mortgage requires proof of payment by January 31 of each year.

8. Plaintiff has complied with all conditions precedent to the filing of this action. Plaintiff declares the full amount payable under the note and mortgage to be due.

9. The borrower has the right to dispute the validity of this debt pursuant to the Fair Debt Collection Practices Act. Notification of this right is attached to this Complaint as "Notice required by the Fair Debt Collection Practices Act, U.S.C. Section 1601 et seq., as amended."

10. Defendant, Raul Greaves owes Plaintiff \$52,000.00 that is due as principal on the note and mortgage together with \$8,840.00 of interest through November 1, 2013. Together with late charges and title search expenses for ascertaining necessary parties to this action.

11. Plaintiff is obligated to pay Plaintiff's attorneys a reasonable fee for their services and are entitled to recover attorney's fees pursuant to Florida Statute and the promissory note.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, including a judgment for all sums found to be due and owing under the subject mortgage and note including all costs and reasonable attorneys' fees, against Defendants liable therefor; and that the property be sold under the direction of this Court to satisfy the judgment. In the event the proceeds of the

foreclosure sale are insufficient to pay all sums found to be due to the Plaintiff under the judgment, Plaintiff demands a deficiency judgment against each Defendants liable therefor.

LAMCHICK LAW GROUP, P.A.

Attorneys for Plaintiff

9200 South Dadeland Blvd., Suite 518

Miami, Florida 33156

Phone: (305) 670-4455

Fax: (305) 670-4422

Service E-mail: secretary@lamchick.com

/s/ Bruce Lamchick

BRUCE LAMCHICK, ESQ.

Florida Bar No. 182014

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S. SECTION 1692g, AS AMENDED

1. The amount of the debt is set forth in the complaint which is attached to this notice.
2. The Plaintiff as set forth in the attached summons and complaint is the creditor to whom the debt is owed.
3. The debtor may dispute the validity of this debt, or any portion thereof, within 30 days of receipt of this notice. If the debtor fails to dispute the debt within 30 days, the debt will be assumed valid by the creditor.
4. If the debtor notifies the creditor's law firm in writing within 30 days from receipt of this notice that the debt, or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt, or a copy of a judgment and a copy of the verification will be mailed to the debtor by the creditor's firm.
5. If the creditor named in herein is not the original creditor, and if the debtor makes a written request to the creditor's law firm within 30 days of receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request pursuant of this notice should be addressed to

Lamchick Law Group, P.A.
9200 S. Dadeland Blvd.
Suite 518
Miami, Florida 33156
7. This communication is for the purpose of collecting a debt, and any information obtained from the debtor will be used for the purpose.

The law does not require the debt collector to wait until the end of the thirty day period to initiate this action to collect this debt. If however, you request proof of the debt or the name and address of the original creditor within the thirty day period which begins with your receipt of this notification, the law requires the debt collector to suspend efforts (through litigation or otherwise) to collect the debt until the debt collector mails the requested information to you.



CFN 2011R0249241
 OR Bk 27657 Pgs 0569 - 5721 (4pgs)
 RECORDED 04/18/2011 14:50:38
 MTG DOC TAX 182.00
 INTANG TAX 104.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

THIS MORTGAGE DEED

Executed the 11th day of March, A.D. 2011, by **Raul Greaves**, hereinafter called the mortgagor, to **Katherine Fernandez-Rundle**, hereinafter called the mortgagee:

[Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.]

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in MIAMI-DADE County, Florida, viz:

Condominium Unit 12903, Building D, GERONIMO WAREHOUSE PARK, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 21040, Page 3952, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

THERE SHALL BE A SEVENTY FIVE DOLLAR (\$75.00) LATE CHARGE ASSESSED FOR ANY MONTHLY PAYMENT RECEIVED LATER THAN TEN (10) DAYS FROM THE REGULARLY SCHEDULED DUE DATE OF EACH PAYMENT.

THIS MORTGAGE MAY NOT BE ASSUMED BY ANY SUBSEQUENT PURCHASER. IN THE EVENT OF SALE, TRANSFER OR CONVEYANCE BY MORTGAGOR, THE MORTGAGEE MAY ACCELERATE PURSUANT TO THE TERMS OF THIS MORTGAGE AND DECLARE ALL SUMS DUE UNDER THE NOTE TO BE DUE AND PAYABLE.

MORTGAGOR SHALL PROVIDE PROOF OF PAID TAXES AND INSURANCE BY JANUARY 31 OF EACH YEAR TO MORTGAGEE.

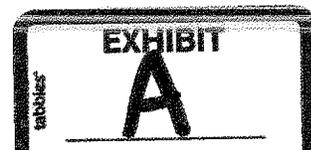
TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

See Attached "Exhibit A"

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and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the highest insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall

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forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Bruce Lamchick
Bruce Lamchick
Giselle Breto
Giselle Breto

Raul Greaves
Raul Greaves

STATE OF FLORIDA:
COUNTY OF MIAMI-DADE:

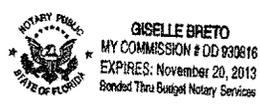
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raul Greaves, to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same and produced his Florida Driver's Licenses as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, A.D., 2011.

Giselle Breto
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES:

This Instrument Prepared by:

BRUCE LAMCHICK, ESQUIRE
9200 S. Dadeland Boulevard
Suite 518
Miami, Florida 33156
(305) 670-4455



EG

MORTGAGE NOTE

March 11, 2011
\$52,000.00
Miami, Florida

For value received, the undersigned promises to pay to the order of:
Katherine Fernandez-Rundle

the principal sum of **FIFTY TWO THOUSAND DOLLARS AND NO/100 (\$52,000.00)** together with interest thereon at the rate of **12.0 percent per annum** from this date until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable as follows:

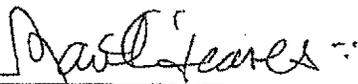
Monthly payments of interest only in the amount of **\$520.00 per month** commencing **May 1, 2011** and the **1st** day of each and every month thereafter for **thirty six (36)** consecutive payments. On **April 1, 2014**, the total principal amount due together with accrued interest shall be due and payable.

There shall be a prepayment penalty for payment of this note within the first year. The penalty shall be equal to the remaining interest due for the first year. After the first year, this note may be prepaid without penalty.

There shall be a seventy five dollar (**\$75.00**) late charge assessed for any monthly payment received later than **ten (10)** days from the regularly scheduled due date of each payment.

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. If any of the installments of principal or interest is not paid within 15 days of its due date, or upon any default in the performance of any of the covenants or agreements of this note, or of any instruments now or hereafter evidencing or securing this note or the obligation represented hereby, the whole indebtedness (including principal and interest) remaining unpaid, shall, at the option of the holder, become immediately due, payable and collectible, and while in default, shall bear the highest rate allowable under the laws of the State of Florida. Each maker and endorser waives demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection, whether suit be brought or not. This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

Payable to:
Katherine Fernandez-Rundle
2000 S. Bayshore Drive, Unit 37
Miami, Florida 33133



Raul Greaves



CFN 2011R0249240
 OR Bk 27657 Pgs 0566 - 568f (3pgs)
 RECORDED 04/18/2011 14:50:38
 DEED DOC TAX 498.00
 SURTAX 373.50
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
 Cristina De Oliveira
 Attorney at Law
 The Law Office of Cristina De Oliveira, P.A.
 2332 Galiano Street Second Floor
 Coral Gables, FL 33134

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 11 day of March, 2011 between Premier American Bank, NA, as Successor in Interest to Premier American Bank, a Florida Banking corporation, whose post office address is 5301 Blue Lagoon Drive, Suite 200, Miami, FL 33126, grantor, and Raul Greaves whose post office address is 12903 SW 133 Ct, Miami, FL 33186, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Unit No. 12903, Building D, Geronimo Warehouse Park, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 21040, at Page 3952, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 30-5914-082-0500

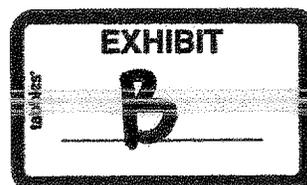
Subject to: Matters shown on the Declaration of Condominium of Geronimo Warehouse Park, recorded in O.R. Book 21040, Page 3952 of the Public Records of Miami-Dade County, Florida, covenants, conditions, restrictions, easements, reservations and limitations of record; and taxes for the year 2011 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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



DoubleTimes

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: [Signature]

[Signature]
Witness Name: Ismary Ortega

Premier American Bank, N.A.

By: [Signature]
James Baiter, Executive Vice President and Chief
Credit Officer

(Corporate Seal)



State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 07th day of March, 2011 by James Baiter, Executive Vice President and Chief Credit Officer of Premier American Bank, N.A., on behalf of the corporation. He/she is personally known to me or [] has produced a _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Grace Arrascaeta

My Commission Expires: _____

GERONIMO WAREHOUSE PARK CONDOMINIUM ASSOCIATION, INC.

CERTIFICATE OF APPROVAL OF PURCHASE

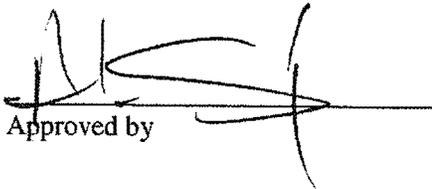
Approval is hereby granted to:

Name(s): RAUL GREAVES

As Purchaser(s) at: GERONIMO PARK WAREHOUSE CONDOMINIUM ASSOCIATION, INC.

Whose physical address is: 12903 SW 133CT MIAMI, FLORIDA 33186

Said approval is conditional upon payment of all assessment due to the Association and must be verified by the issuance of a current letter of Estoppel.


Approved by

TREASURER
Title

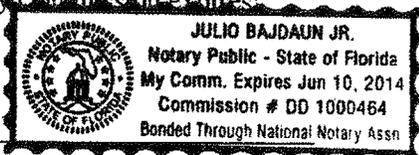
Approved by

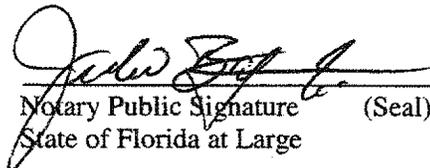
Title

State of Florida, County of Miami-Dade

The foregoing instrument was acknowledged before me on this 2 day of March 2011
by HERNANDO SANJUAN & _____ of
_____, () personally known to me or () having produced
_____ as identification, executing the foregoing document voluntarily and
under the authority vested in him/ her by said corporation.

My Commission expires:




Notary Public Signature (Seal)
State of Florida at Large

Julio Bajdaun Jr.
Printed Name of Notary Public



LAMCHICK
LAW GROUP, P.A.

September 12, 2013

VIA U.S. CERTIFIED MAIL

#7011 2970 0002 6657 6416

Raul Greaves
9489 SW 154 Avenue
Miami, Florida 33196

RE: Rundle 1/t Greaves

Dear Mr. Greaves:

Our records indicate that your loan is in serious default for failure to make payments due as scheduled. This is your official notification that unless the payments on your loan are brought current within thirty (30) days from the date of this letter, my client will accelerate your Mortgage Note and pursue the remedies provided for in your Mortgage, which include foreclosure.

To correct the default you must pay the total delinquency against your account, which as of today's date is:

Past Due Payments	
6 Payments @ \$520.00 for 2012	\$3,120.00
9 Payments @ \$520.00 for 2013	\$4,680.00
Attorneys Fees	\$ 500.00
Total Delinquency as of September 12, 2013	\$8,300.00

To avoid the possibility of acceleration, you must pay this amount on or before Friday, October 11, 2013 made payable to LAMCHICK LAW GROUP, P.A., 9200 S. Dadeland Blvd., Suite 518, Miami, Florida 33156. For the loan to be current and not in default, any additional monthly payments, late charges and other charges that may be due under the Note, Mortgage and applicable law after the date of this notice must also be paid.

If funds are not received by the above referenced date, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding, which could result to argue that



you did keep your promises and agreements under the Mortgage Note and Mortgage, and to present any other defenses that you may have.

If you would like to discuss the present condition of your loan, or if we can be of further assistance, please contact our office.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

LAMCHICK LAW GROUP, P.A.

A handwritten signature in black ink, appearing to read 'B. Lamchick', written over the printed name of the law firm.

Bruce Lamchick, Esq.

For the Firm

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S. SECTION 1692g. AS AMENDED

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