

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

KATHERINE FERNANDEZ-RUNDLE,

CASE NO. 2013-034280 CA 01

Plaintiff,

vs.

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

Defendant(s).

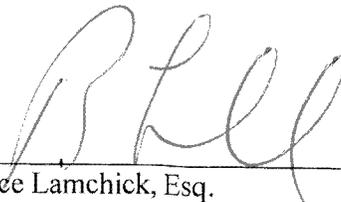
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NOTICE OF DEFAULT

Bruce Lamchick, as Attorney for Plaintiff herein, hereby notifies the Court and states as follows:

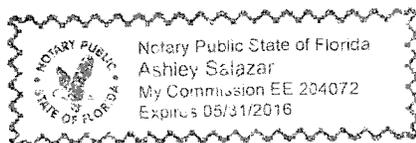
1. Parties entered into a Stipulation for Payment on November 21, 2013 (see attached Exhibit "A").
2. The Defendant, RAUL GREAVES, has failed to honor the Stipulation for Payment.
3. Pursuant to said Stipulation, Defendant agreed to make a series of payments to bring this matter current.
4. Defendant commenced making payments however, never completed the payment plan.
5. Plaintiff, through her undersigned attorney, therefore files this Notice that the Defendant has defaulted under the Stipulation for Payment and intends to proceed with litigation.

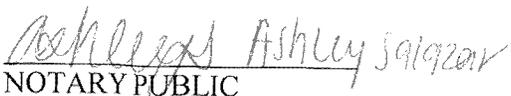
FURTHER SAYETH NAUGHT.



Bruce Lamchick, Esq.

SWORN TO and SUBSCRIBED to before me this 26 day of August, 2014 by Bruce Lamchick, who is personally known to me, or who produced _____ as identification and who did take an oath.





NOTARY PUBLIC

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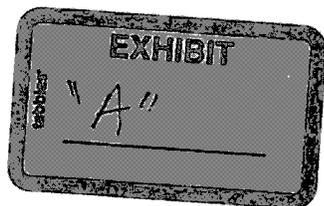
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STIPULATION FOR PAYMENT

Plaintiff, KATHERINE FERNANDEZ-RUNDLE, by and through the undersigned counsel and Defendant, RAUL GREAVES ("Defendant"), are desirous of settling their differences through this Stipulation:

IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:

1. Plaintiff herein has filed a foreclosure action against the Defendant herein.
2. Defendant acknowledges that as of November 11, 2013 there are past due payments in the amount of \$5,200.00. Representing ten (10) Mortgage payments from 2012- October, 2013.
3. Defendant acknowledges that Plaintiff holds a valid first mortgage in the amount of \$52,000.00 and that there are no setoffs or Defenses to said mortgage.
4. Defendant also acknowledges that he currently owes the Property taxes for 2011 and 2012 in the amount of \$2,850.31 and attorney's fees and costs in the amount of \$2,000.00.
5. Plaintiff herein agrees that upon payment of \$2,600.00 by Defendant on or before



November 22, 2013 Plaintiff will agree not to pursue further action against Defendant for so long as Defendant continues to timely pay the monthly mortgage payments due to Plaintiff and pays the other amounts specified in this agreement.

6. On December 15, 2013 the total sum of \$2,600.00 shall be due and payable which sum represents the balance of the payment due and on January 15, 2014 the total sum of \$4,850.30 which sum represents attorney's fees, costs and 2011 and 2012 taxes. If taxes are previously paid this amount will be reduced.

7. Based upon the preceding Stipulation and Defendant's compliance with said Stipulation, the instant action will be abated. The Court will however, retain jurisdiction to enforce the Stipulation. Once all payments required by this agreement are made, Plaintiff will file a voluntary dismissal.

8. Parties agree that any money paid will be without prejudice to Plaintiff and will be credited to the Defendant in the event the payment plan is not fully honored.

9. In the event of any litigation concerning this agreement the prevailing party will be entitled to reasonable attorney's fees and costs.

ENTERED into this 21 day of November, 2013.



Bruce Lamchick, Esq.
Attorney for Plaintiff



Raul Greaves, Defendant