

Application For Relief - Code Enforcement Liens

Manatee County Code Enforcement Division

1112 Manatee Avenue West
Bradenton, FL 34205
Tel: (941) 748-2071 Fax: (941) 749-3094

Notice: This application is available as a WORD document for your convenience. Manatee County accepts applications for Code Enforcement Lien relief from owners of properties that have corrected ALL of the violations on the subject property. Please complete the form in its entirety. Incomplete applications will not be accepted.

Case # CE2009020067 Manatee County - vs - (Respondent) Casey E. Shoots

Property Information

Parcel Identification Number: 3739500654		
Lot: 12	Block:	Subdivision: Coral Heights 5 th Addition
Address: 407 61 st St NW		
City: Bradenton, FL		Zip Code: 34209

Property Owner Information

Current property owner: Casey E Shoots		
Address: 407 61 st ST NW		
City: Bradenton	State: FL	Zip: 34209
Phone #: 941-253-7106	Email address: Caseysnote@gmail.com	
Representative/Agent: Jessica McLendon (Power of attorney)		
Address: PO Box 14995		
City: Bradenton	State: FL	Zip: 34280
Phone #: 941-545-0990	Email address: jessicamc1984@gmail.com	

Lien Information

Amount of lien: \$195,400 + \$20.00 Recording Fee	Amount of offer: \$ 5,000.00 + \$20.00 Recording Fee
Date lien was recorded: July 20, 2009	Number of days the property was in Violation: 1562
Date of Compliance: October 4, 2013	How much money was spent to abate the Violation:

The following documentation (when applicable) SHALL be submitted with the application:

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Manatee County Clerk of Courts with the date, book and page shown;
2. Foreclosure Order, with the recording date, book and page shown;
3. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;

- 4. New Certificate of Title, with the recording date, book and page shown;
- 5. County's Final Order of Imposition of Fine; and
- 6. Claim of Lien(s) with the recording date, book and page shown.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

- 1. The nature and gravity of the violation(s);
- 2. Any actions you have taken to correct the violation(s);
- 3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- 4. Any actual costs you expended to cure the violation(s), if supported by documentation;
- 5. Any other prior or current violations you committed on the subject property or upon any other property you own within the County; and
- 6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the County lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

Please provide written justification as to why relief should be granted: (When you complete this section, at a minimum, address the above factors and reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

PROPERTY LITIGATION: (If applicable give detail here if this property is involved in litigation.)

I certify that I am: (Include documentation of the below)

- the owner of the subject property;
- an Attorney representing the owner,
- the legal representative for the property, or
- otherwise authorized to act on behalf of the property owner in this matter.

Casey E. Shoots
 Signature of Owner/Authorized Representative
Casey Shoots
 Print Name

2/12/20
 Date

Note: County code section 2-36-8(f) allows the Board of County Commissioners to execute a satisfaction or release of lien. The application process requires two (2) public meetings. Once the application and documentation is found to be complete it will be scheduled and presented before a Special Magistrate. The findings of the Special Magistrate along with the application will be forwarded to the Board of County Commissioners for final approval or denial. All payments will need to be mailed to Manatee County, Attention Code Enforcement, P.O. Box 1000, Bradenton, FL 34206-1000 and payable to: Manatee County, and include the Case Number. Once payment is received a Satisfaction of Lien will be prepared and recorded.
 Revised 3/20/15

FLORIDA GENERAL DURABLE POWER OF ATTORNEY

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I Casey Eugene Sheets, 40761st. ST. N.W
Bradenton, FL. 34209 [insert your name and address] appoint
Jessica Arlene McLendon, Po Box 14995
Bradenton, FL. 34280 [insert the name and address of the
person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND
IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT
NEED NOT, CROSS OUT EACH POWER WITHHELD.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required
on behalf of the Principal.**

INITIAL

_____ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and
acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and
acquisition of, and to accept, take, receive, and possess any interest in real property
whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem
proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent,
lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner
deal with all or any part of any interest in real property whatsoever, including specifically, but
without limitation, real property lying and being situated in the State of Florida, under such
terms and conditions, and under such covenants, as my Agent shall deem proper and may for
all deferred payments accept purchase money notes payable to me and secured by mortgages
or deeds to secure debt, and may from time to time collect and cancel any of said notes,
mortgages, security interests, or deeds to secure debt.

_____ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase,

exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

_____ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

_____ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

_____ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

_____ **(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

_____ **(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

_____ **(H) Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

_____ **(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

_____ **(J) Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

_____ **(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

_____ **(L) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

_____ **(M) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to

execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

(N) (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

No special instructions.

~~_____~~

~~_____~~

~~_____~~

~~_____~~

~~_____~~

~~_____~~

~~_____~~

~~_____~~

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

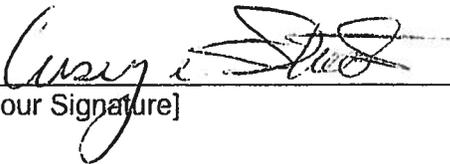
Sherry Monique Day - (mother)
N/A

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 28 day of January, 2020


[Your Signature]

591-14-7272
[Your Social Security Number]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

James L. Burton

[Signature of Witness #1]

JAMES L. BURTON

[Printed or typed name of Witness #1]

2305 17TH ST. W

[Address of Witness #1, Line 1]

BRADENTON, FL 34205

[Address of Witness #1, Line 2]

Sherry Day

[Signature of Witness #2]

Sherry Day

[Printed or typed name of Witness #2]

1608 25TH AV W Bradenton FL

[Address of Witness #2, Line 1]

34205

[Address of Witness #2, Line 2]

A Note About Selecting Witnesses: The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF Manatee

This document was acknowledged before me on JAN 25/2020 [Date] by
Casey Eugene Shoats [name of principal].

[Notary Seal, if any]:



Janet Nowakowski
[Signature of Notarial Officer]

Notary Public for the State of Florida

My commission expires:
7/4/2021

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Jessica Arlene McLendon
[Typed or Printed Name of Agent]

[Handwritten Signature]
[Signature of Agent]

PREPARATION STATEMENT

This document was prepared by the following individual:

Casey E. Shoats
[Typed or Printed Name]

[Handwritten Signature]
[Signature]

Robin Dyer

From: JM <jessicamc1984@gmail.com>
Sent: Thursday, July 16, 2020 9:02 AM
To: Robin Dyer
Subject: Casey Shoots Cancellation of Foreclosure
Attachments: Casey Shoots cancellation of forclosure.pdf

Categories: Mit in progress

Good Morning Robin,

I want to apologize for getting this to you late. We requested the paperwork for proof of the mortgage modification but we have not received it from the mortgage company yet. Casey did explain to me that it shows in the court documents as of 7/2/2020 that the foreclosure has been cancelled. This I attached to the email. We are expecting the mortgage modification paperwork any day now. If you are still needing it I can send it to you once we receive it.

Also, Casey would like more than 90 days to pay the fine if it gets approved. He was asking for a 6 month window to pay the fine. Is that doable?

Thank you for your time and patients with us.

Sincerely,
Jessica Mclendon

February 12, 2020

Attn: Code Enforcement Division

Re: Letter of Justification for Fine Mitigation

Case # CE2009020067

Manatee County vs. Casey E Shoots

To whom it may concern;

I would like to request for code enforcement lien relief. I would like to explain the circumstances as to why I am requesting to mitigate the fines now. I have come down on hard times. I have been struggling financially for the past few years. I was a business owner and I have lost my business along with all of its assets, this all stemming from making poor business decisions. One of those poor business decisions included intermittently parking some of the businesses large operating vehicles at my home address. This is how I accumulated the fines through code enforcement. I am compliant and I no longer possess any large vehicles.

I'm not trying to play some sob story. The bottom line is, I have no money to get back on my feet, I'm struggling to pay my utility bills, and my home is going into foreclosure. My home is the only asset I have left. I would like to sell my house but the code enforcement fines are more than my house is worth. I currently have a contract on the house to sale with the stipulation that I take care of the lien on the property. Would you please consider my offer of settlement for \$5,000? This would be paid upon closing when the property is sold. I appreciate your time and consideration in this matter.

Sincerely,



Casey E. Shoots
Caseysnote@gmail.com
407 61st ST NW
Bradenton, FL. 34209
941-253-7106

Foreclosure cancelled
Casey mod. mortgage
90 days to pay.
ypl

BK 1998 PG 5523 Doc Stamps 00 Dkt#2092837 (1 of 2)

Prepared by:
I.E. WHISNANT, ESQ.
2424 Manatee Avenue, West
Suite 101
Bradenton, Florida 34205

Parcel ID NO: 37395.0065/4

WARRANTY DEED

THIS INDENTURE, made this 3rd day of March, 2005, between RUTH E. BECHTEL, the unmarried widow and surviving spouse of HAROLD E. BECHTEL, deceased, of 203 River Isles, Bradenton, FL 34208, grantor, and CASEY E. SHOOTS, a single person, whose post office address is 407 61st Street, NW, Bradenton, FL 34209, grantee,

WITNESSETH that said grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS, and other good and valuable consideration 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 Manatee County, Florida, to-wit:

Lot 12, CORAL HEIGHTS, 5TH ADDITION, as per Plat thereof recorded in Plat Book 16, pages 72 and 73, of the Public Records of Manatee County, Florida.

It is certified that the Grantor is the unmarried widow and surviving spouse of HAROLD E. BECHTEL, deceased, and further that she and the said HAROLD E. BECHTEL were, in fact, husband and wife at the time she acquired title to the above property and remained continuously married each to the other at all times thereafter until the demise of HAROLD E. BECHTEL on May 11, 1978.

SUBJECT to easements, restrictions, and reservations of record.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

BK 1998 PG 5524 Filed & Recd 4/05 11:21:04 AM
R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (2 of 2)

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Mary D Pope
(Print Name) Mary D Pope

Ruth E. Bechtel (SEAL)
RUTH E. BECHTEL

Marlys A. Richards
(Print Name) Marlys A. Richards

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 3 day of March, 2005,
by RUTH E. BECHTEL, the unmarried widow and surviving spouse of HAROLD E. BECHTEL,
deceased, who is personally known to me or who produced _____
_____ as identification.

My Commission Expires:

[Signature]
Notary Public



RE\WD-1\F
2004-84

Loan Number: 8012758788
Investor Loan Number: 0005471568

This document was prepared by PHH Mortgage Corporation

After Recording Return To:
PHH Mortgage Corporation
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT

Borrower (s): CASEY E SHOOTS

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$98,444.24, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

BALLOON PAYMENT DISCLOSURE

THIS MODIFICATION AGREEMENT INCLUDES A BALLOON PAYMENT, WHICH MEANS THAT EVEN IF YOU MAKE ALL THE SCHEDULED PAYMENTS WHEN DUE, THE LOAN WILL NOT BE PAID IN FULL AT THE END OF ITS TERM. AS A RESULT, ON THE MATURITY DATE OUTLINED WITHIN THIS AGREEMENT, YOU WILL BE REQUIRED TO REPAY, IN A SINGLE PAYMENT, THE ENTIRE REMAINING PRINCIPAL BALANCE PLUS ALL ACCRUED BUT UNPAID INTEREST AND ALL OTHER AMOUNTS OWING ON THAT DATE (INCLUDING BUT NOT LIMITED TO ALL ADVANCES MADE BY LOAN SERVICER UNDER THE TERMS OF THE SECURITY INSTRUMENT).

CAUTION TO BORROWER: NO OBLIGATION TO REFINANCE – LOAN SERVICER HAS NO OBLIGATION TO REFINANCE THIS LOAN OR MAKE YOU A NEW LOAN ON THE MATURITY DATE. IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST THE PROPERTY TO MAKE THE BALLOON PAYMENT. ASSUMING ANOTHER LENDER MAKES YOU A NEW LOAN ON THE MATURITY DATE, YOU WILL PROBABLY BE CHARGED INTEREST AT THE MARKET RATE PREVAILING AT THAT TIME. SUCH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF THE EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING WHETHER TO AGREE TO THE TERMS OF THIS LOAN MODIFICATION.



Please be advised, we were unable to achieve a modification option that would reduce the monthly payment; however, we were able to capitalize the delinquent balance and find a modification that is allowed by the investor of the account. If the requirements of the final Modification Agreement are complied with, the account may be modified. If this offer is not accepted, please contact us to discuss non-retention options.

The debtor, CASEY E SHOOT, and The Bank of New York Mellon as Trustee for NovaStar Mortgage Funding Trust, Series 2005-2, NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2 through the servicer of the underlying mortgage loan agreement, PHH Mortgage Corporation, have agreed to modify the terms of said underlying mortgage loan agreement. The Bank of New York Mellon as Trustee for NovaStar Mortgage Funding Trust, Series 2005-2, NovaStar Home Equity Loan Asset-Backed Certificates, Series 2005-2 is the owner of the loan and retains all rights to collect payments as per the underlying mortgage loan agreement. PHH Mortgage Corporation, remains servicer for said underlying mortgage loan agreement.

This Loan Modification Agreement ("Agreement"), made this 10th day of July, 2020 ("Modification Agreement Date"), between CASEY E SHOOT ("Borrower") and PHH Mortgage Corporation, Lender/Servicer or Agent for Lender/Servicer ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated 03/03/2005 and recorded in the Records of Manatee County, FL and (2) the Note, bearing the same date as, and secured by, the Security Instrument (collectively, "Loan Documents"), which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

407 61ST ST NW
BRADENTON, FL 34209

The real property described being set forth as follows:

(Legal Description Attached, if applicable, for Recording Only)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Representations:

1. Borrower is experiencing a financial hardship and as a result, 1) is or will be in default under the Loan Documents and 2) does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
2. Under penalty of perjury, if required by the Lender, borrower provided Lender with full and complete information that, when provided, accurately stated borrower's income, expenses, and assets. To the extent requested by Lender, borrower provided documents that supported that information.
3. Borrower has made any and all required trial period plan payments or down payments.
4. Borrower currently has sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
5. Borrower understands that property title may be reviewed as a precondition to the modification.

Acknowledgements and Preconditions to the Modification:

1. Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement are not met.
2. Prior to the Modification Effective Date (defined as 07/01/2020), if Lender determines that any of the representations above are no longer true and correct, 1) the Loan Documents will not be modified, 2) this Agreement will not be valid, and 3) Lender will have all of the rights and remedies provided by the Loan Documents.
3. The Loan Documents will not be modified unless and until 1) Lender approves this Agreement and 2) the Modification Effective Date has occurred.

Modified Loan Terms:



1. If all of Borrower's representations above continue to be true and correct and all preconditions to the modification set forth above have been met, the Loan Documents will automatically become modified on 07/01/2020. If Borrower has failed to make any payments that are a precondition to this modification or receipt of clear title is not received, this modification will not take effect.

The new Maturity Date will be 04/01/2035.

Borrower understands that in order to reach an affordable payment under this modification, the loan may have been re-amortized beyond the maturity date. This means that if all payments are made in accordance with the loan terms, when Borrower reaches the maturity date, there will be an outstanding amount still due.

This amount includes an interest-bearing balloon payment in the amount of \$97,787.27 and a non-interest bearing deferment amount of \$656.97 making the total balloon payment of \$98,444.24 ("Balloon Payment") which is due when the loan reaches maturity, sold, refinanced or otherwise accepted by the Lender as paid in full. Borrower specifically acknowledges that this is a balloon modification and therefore Borrower will have a balloon payment due at maturity in the approximate amount of \$98,444.24.

BALLOON PAYMENT: THIS MORTGAGE LOAN CONTAINS A BALLOON PAYMENT PROVISION. A BALLOON PAYMENT IS A SCHEDULED LUMP SUM USUALLY DUE AT THE END OF THE MORTGAGE LOAN TERM THAT IS SIGNIFICANTLY LARGER THAN THE OTHER REGULARLY SCHEDULED PERIODIC PAYMENTS. IF YOU CANNOT PAY THE BALLOON PAYMENT WHEN DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN TO MAKE THE BALLOON PAYMENT OR YOU MAY LOSE YOUR PROPERTY THROUGH FORECLOSURE. BEFORE DECIDING TO TAKE THIS LOAN, CONSIDER YOUR ABILITY TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE. THE BALLOON PAYMENT ON THE MORTGAGE LOAN YOU HAVE APPLIED FOR IS DUE 177 MONTHS FROM THE DATE YOUR MORTGAGE LOAN BEGINS.

CAUTION TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN DUE, IT MAY BE NECESSARY FOR YOU TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY FOR THIS PURPOSE AND YOU MAY BE REQUIRED TO AGAIN PAY COMMISSION AND EXPENSES FOR ARRANGING THE LOAN. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THE LOAN THAT YOU OBTAIN AT THIS TIME.

2. The current Unpaid Principal Balance is \$108,272.99. The New Principal Balance of the Note will be \$128,531.31 (the "New Principal Balance"). This includes amounts and arrearages that are past due as of the Modification Effective Date (including, but not limited to, unpaid and any previously deferred principal and interest, fees, escrow advances and other costs, collectively, "Unpaid Amounts") excluding any fees, costs and/or corporate advances not added to the account as of the Modification Agreement Date and amounts not added to the New Principal Balance due to investor and/or mortgage insurer restrictions less any amounts paid to the Lender but not previously credited to the Loan. Any amounts not added to the New Principal Balance will remain on the account until paid and will become due when the interest-bearing balance is paid in full or upon maturity as applicable pursuant to State or Federal law.
3. The New Principal Balance may represent the sum of the "Deferred Principal Balance" (if applicable), the "Principal Forgiveness" (if applicable) and the "Interest Bearing Principal Balance." The Interest Bearing Principal Balance is \$127,874.34. Borrower understands that by agreeing to add the Unpaid Amounts to the Unpaid Principal Balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the New Principal Balance, which would not happen without this Agreement.
4. Borrower promises to pay the New Principal Balance, plus interest, and any future fees/costs to the order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.125%, beginning 07/01/2020. Borrower promises to make monthly payments of principal and interest of U.S. \$467.03, beginning on 08/01/2020 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower promises to also pay any applicable monthly escrow payments as outlined in this Agreement. The initial monthly escrow amount is \$252.84. The yearly rate of 3.125% will remain in effect until principal and interest are paid in full. If on



04/01/2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower agrees to pay in full all amounts still owed under the Note and the Security Instrument by the earliest of: (i) The date Borrower sells or transfers an interest in the Property, (ii) The date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.

5. \$656.97 of the New Principal Balance shall be deferred ("Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$127,874.34. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.125%, from 07/01/2020. Borrower promises to make monthly payments of principal and interest of U.S. \$467.03, beginning on 08/01/2020, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 3.125% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. Borrower promises to also pay any applicable monthly escrow payments as outlined in this agreement. The initial monthly escrow amount is \$252.84. Upon 04/01/2035 (the "Maturity Date"), Borrower will still owe amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. If on 04/01/2035, Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) The date Borrower sells or transfers an interest in the Property, (ii) The date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the Maturity Date. Borrower specifically acknowledges that this is a balloon modification and therefore Borrower will have a balloon payment due at maturity in the approximate amount of \$98,444.24.

The initial monthly escrow amount is \$252.84. The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.

Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate (%)	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount* (adjusts periodically)	Total Monthly Payment* (adjusts periodically)	Payment Begins On	Number of Monthly Payments
1 - 14.75	3.125	07/01/2020	\$467.03	\$252.84	\$719.87	08/01/2020	177

*The escrow payments may be adjusted periodically in accordance with applicable law due to changes in property taxes, insurance amounts or other escrow expenses and therefore the total monthly payment may change accordingly. The escrow payment amount shown is based on current data and represents a reasonable estimate of expenditures for future escrow obligations; however, escrow payments may be adjusted periodically in accordance with applicable law.

Additional Agreements:

1. **Transfer of Property.** If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
2. **Original Loan Document Conditions.** Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument and Note, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is



1-814-BGF67-000200-001-22-000-001-000-000

obligated to make under the Security Instrument and Note; however, if applicable, the following terms and provisions are forever canceled, null and void, as of 07/01/2020:

- a. all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- b. all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

3. Borrower understands and agrees that:

- a. **Default Under the Modification.** All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b. **Original Loan Document Conditions.** All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender. Borrower agrees that the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. **Modification Does Not Constitute Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d. **Costs and Expenses.** All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender or not permitted per State or federal law.
- e. **Agreement to Provide Any Additional Modification Documents.** Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower. Borrower will execute such other documents as may be reasonably necessary to correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to Borrower for Borrower's signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement. Borrower agrees to deliver any such corrective documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
- f. **Agreement of Use of Non-Public Information.** Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services



1814-BGF67-0000200-001-23-000-001-000-000

Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

- g. **Consent to Contact.** Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.
4. **Escrow Account.** By this section, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked and Borrower has been advised of the amount needed to fully fund the Escrow Account.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as

defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

5. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
6. **Inclusion of Exhibits.** Borrower authorizes Lender to attach an Exhibit A to this Agreement, which may include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks recordation.
7. **Errors and Omissions.** That if any documents related to the loan documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests of Borrower under this section shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement. At Lender's option, this Agreement will be void and of no legal effect and the loan terms will revert to the terms prior to the approved modification.
8. **Final Agreement.** This Agreement may not be supplemented, changed, modified or omitted except by written document executed by both the Lender and the Borrower. This Modification constitutes the entire agreement between the Lender and Borrower and supersedes all previous negotiations and discussions between the Borrower and the Lender and neither prior evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.
9. **Additional Events of Default.** Without limiting the other events of default set forth in the Loan Documents, Borrower will be in default under this Agreement and under the Loan Documents upon the occurrence of any one or more of these events:
 - a. Any material representation or warranty made by you in the Loan Documents, this Agreement, or any initial agreement proves to be false or misleading in any respect.
 - b. Borrower fails to make the New Monthly Payments as required by this Agreement.
 - c. Borrower sells or conveys any interest in the Property without Lender's prior written consent.
 - d. Breach of any of the terms or provisions of this Agreement.
10. **Consequences of Default.** If Borrower defaults under this Agreement or the Loan Documents after the Modification Effective Date (your "Default"), Lender may, in addition to the remedies provided by the Loan Documents, subject only to applicable law, institute any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Agreement and exercise any of its rights and remedies against Borrower under the Loan Documents and/or this Agreement.
11. **Mortgage Insurance.** Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which may result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



1-814-BGF57-0000200-001-25-000-000-001-000-000

12. **Credit Reporting.** Lender is required to report factual information to the credit reporting agencies. Lender may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in the credit report.
13. **No Novation.** Borrower expressly agrees that this Agreement is not a new loan from Lender but simply the modification of the existing obligations under the Loan Documents. Neither Borrower nor Lender has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
14. **Origination Requirements:** This modification is on a mortgage on which applicable documentary stamp taxes were paid on the mortgage at the time of the recording.

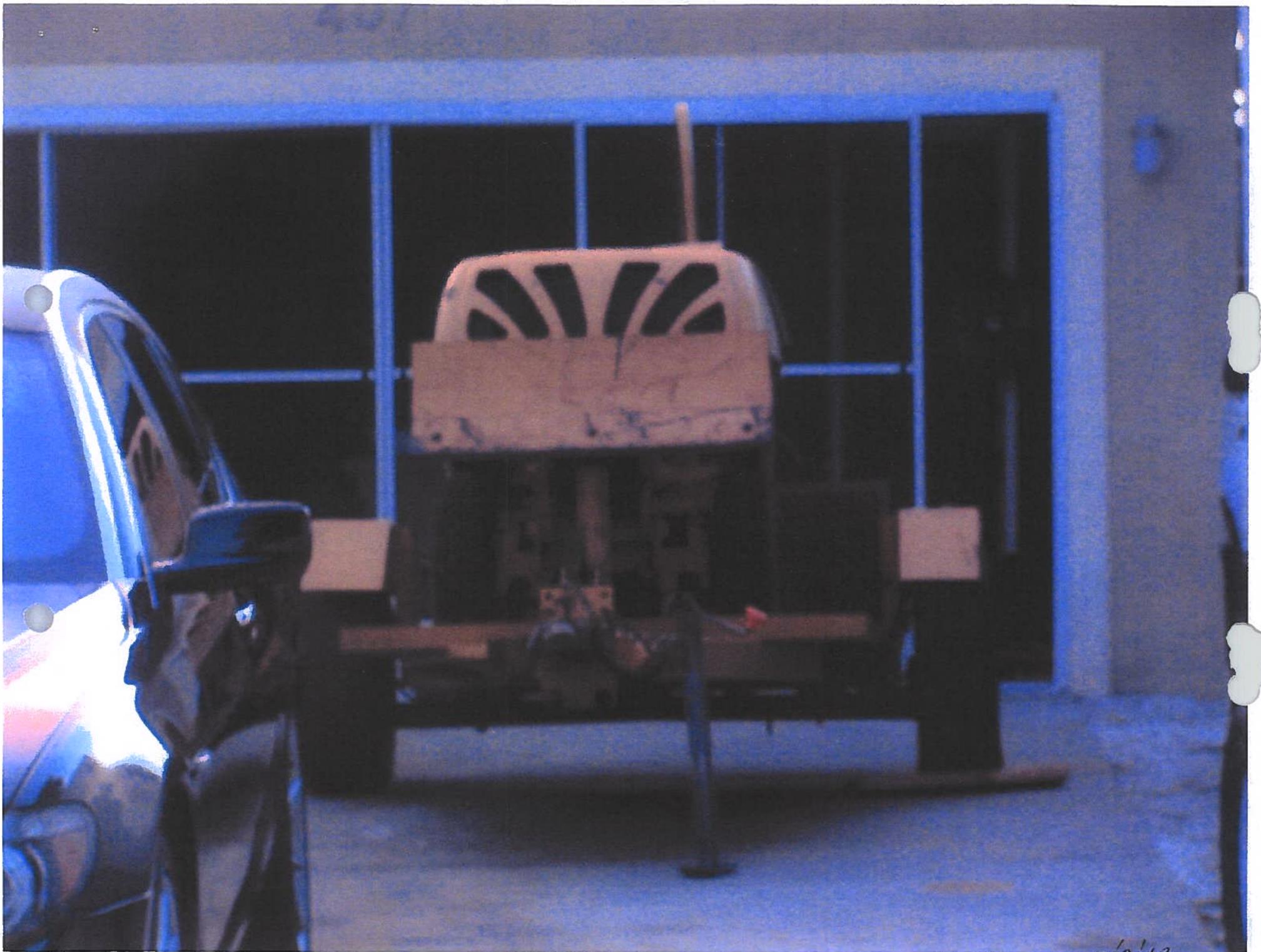


1-814-5657-0000200-001-25-000-001-000-000



Casey Shoots
407-61st St. NW
CE 2009020067

2009020067 9/3/13



200902067

9/3/13



2009020067

9/3/13



May 3, 14
JHT



May 31, 14
JH





CARLY'S
SERVICE
941-448-6977

11
JK





2/5/2009 12:52:29 PM

200902067CS.



MANATEE COUNTY FLORIDA

May 13, 2009

Casey E. Shoots
407 61st Street NW
Bradenton, FL 34209

RE: Repeat Violation of Section 703.2.14 (Parking of Commercial Vehicles) of the Manatee County Land Development Code located at 407 61st Street NW, Bradenton, Florida.

File Number CE2009020067

Dear Property Owner:

It has come to the attention of the Neighborhood Services Department, that the property registered with the Property Appraiser under D.P. #3739500654 is again being used for the parking of commercial vehicles (tree-trimming truck). This constitutes a repeat violation of Section 703.2.14 (Parking of Commercial Vehicles) of the Manatee County Land Development Code.

This repeat situation will not be allowed to continue. Once you are cited for a violation of the Code for a specified activity, such citation remains in effect for repeat violations.

Please be advised that this matter is being referred to the Manatee County Code Enforcement Board for a hearing on this at the **June 10, 2009 meeting**. A Notice of Hearing is enclosed with this letter for your information.

If you require further information please contact Chris Jelenc at (941) 748-2071, between the hours of 8:00 A.M and 5:00 P.M. Monday through Friday.

Sincerely,


Chris Jelenc
Code Enforcement Officer

Neighborhood Services Department – Code Enforcement Division
Mailing Address: P. O. Box 1000, Bradenton, FL 34206-1000; Street Address: 1112 Manatee Avenue West, Suite 525, Bradenton, FL 34205
PHONE: 941.748.2071; FAX: 941.749.3094
www.mymanatee.org

LARRY BUSTLE * GWENDOLYN BROWN * JOHN R. CHAPPIE * RON GETMAN * DONNA HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7

5/14/09
gave CEO
handsew
Lm

7007 2560 0003 3452 0505

PS Form 3811
City, State, or F
Sent To
Total P
Restricted (Endorsement)
Return Re (Endorsement)
Certifi
Po
For delivery info
U.S. Postal
CERTIFIED
Domestic Mail

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

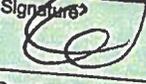
1. Article Addressed to:

#1 CEB June Repeat

CE2009020067C CJ
CASEY E SHOOTTS
407 61ST ST NW
BRADENTON, FL 34209

wa

COMPLETE THIS SECTION ON DELIVERY

A. Signature? X  Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/29/09

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

Casey e ShOOTTS

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7007 2560 0003 3452 0505

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

MANATEE COUNTY CODE ENFORCEMENT CODE ENFORCEMENT DIVISION PUBLIC RECORD
MANATEE COUNTY, FLORIDA R. B. SHORE

MANATEE COUNTY, a political subdivision
of the State of Florida,
Petitioner,

2009 JUN 11 AM 7:34
Case No. **CE2009020067**
CLERK OF THE CIRCUIT COURT
MANATEE CO. FLORIDA

vs.

CASEY E. SHOOTS,
Respondent,

ORDER IMPOSING FINE

THIS CAUSE came on for public hearing before the Code Enforcement Board on June 10, 2009, and the Code Enforcement Board having heard testimony under oath, received evidence, and heard arguments respective to all appropriate matters, and thereupon issues the Findings of Fact, Conclusion of Law and Order as follows:

FINDINGS OF FACT

1. That **Casey E. Shoots**, hereinafter referred to as the Respondent is the owner of record of the subject property.
2. That notice was served on the Respondent and no one was present at the hearing.
3. That previous notifications of the violation of the Manatee County Land Development Code **Section 703.2.14 (Parking of Commercial Vehicles)** were made and served on the Respondent by certified mail.
4. That the property located at **407 61st Street Northwest, Bradenton, DP#3739500654**, is in violation of Manatee County Land Development Code **Section 703.2.14** because a commercial vehicle is parked on the property.
5. That Respondent is in violation of **Section 703.2.14** for parking a commercial vehicle on the property.

CONCLUSIONS OF LAW

1. That Respondent is in violation of Manatee County Land Development Code **Section 703.2.14**.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, and pursuant to the authority granted in Chapter 162, Florida Statutes, and Manatee County Land Development Code, it is hereby ORDERED:

1. THAT the Respondent correct the violation of Manatee County Land Development Code **Section 703.2.14**
2. THAT the Respondent has a repeat violation, which is currently not in compliance. It is hereby ordered that the Respondent shall pay a minimum fine of **\$150**, plus **\$125** for each and every day any violation described herein repeats. Said fines shall be effective **June 24, 2009**.
3. Failure to Comply with this Order will result in the recordation of this Order Imposing Fine, which constitutes a lien upon any real or personal property owned by the violators and may be foreclosed, and your property sold to enforce this lien. If such lien is filed, you will be assessed all costs incurred in recording and satisfying this lien.
4. The Code Enforcement Board also authorizes the County Attorney or his/her designee to foreclose, collect or settle said lien using any legal or equitable remedies available to collect any liens which remain unpaid.
5. This Order becomes self-executing upon an Affidavit of Non-compliance being filed with the Clerk of Circuit Court Board Records Section and a hearing shall not be necessary.
6. That pursuant to Section 305.5.7 of the Land Development Code, should a violation exists beyond the date set for compliance, the Code Enforcement Board shall impose a minimum fine of \$65.

Ordered June 10, 2009, and executed this 11th day of June, 2009.

ATTEST: R. B. Shore
Clerk of Circuit Court

By: [Signature]
Deputy Clerk



[Signature]
Joseph Formella, Chairman
Manatee County Code Enforcement Board

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Order has been furnished to the Respondent, **CASEY E. SHOOTS, 407 61ST STREET NORTHWEST, BRADENTON, FLORIDA 34209**, by U.S. mail and to the Manatee County Code Enforcement Division, this 11 day of June, 2009.

R. B. SHORE
Clerk of Circuit Court
Manatee County, Florida

By: [Signature]
Deputy Clerk



MANATEE COUNTY OF FLORIDA
This is to certify that the foregoing is a true and correct copy of the documents on file in my office. Witness my hand and official seal this 11 day of June, 2009.
R. B. SHORE
Clerk of Circuit Court
By: [Signature]

ATTENTION: It is your responsibility to notify Code Enforcement at 941-748-4501, extension 6909 and satisfactorily demonstrate that the violation(s) has/have ceased. Release of this lien cannot occur until Code Enforcement verifies that the violation(s) no longer exist(s).

**CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA**

MANATEE COUNTY, FLORIDA,
Complainant,

CASE NO: CE2009020067

vs.

Casey Shoots,

Respondent

ORDER OF REFERRAL TO THE BOARD OF COUNTY COMMISSIONERS

THIS CAUSE came on for hearing before the Code Enforcement Special Magistrate of Manatee County, Florida, on June 30, 2020, after due notice to Respondent, and the Special Magistrate having heard testimony under oath, received evidence and heard argument, thereupon issues this Order of Referral Order as follows:

1. The Compliance Order issued on June 10, 2009 found that the original owner Casey E. Shoots, was the owner or person in charge of the property located at 407 61st Street NW, Bradenton, FL, and identified in the Manatee County Property Appraiser's records as: PID#3739500654, and that the property was in violation of Section 703.2.14 of the Manatee County Land Development Code, in that Respondent had a commercial vehicle parked on the property.
2. The Compliance Order imposed a minimum fine of \$150 plus a daily fine of \$125 for each day each violation continued to exist past the compliance date ordered.
3. As of the date of the hearing, fines imposed against Respondent totaled \$195,420.00 which includes \$20.00 recording fees. A certified copy of the Order Imposing Fine/Lien issued on June 10, 2009 was recorded in the Public Records of Manatee County Book 2306 Page 621 dated July 20, 2009, and thereafter constituted a lien against the above-described property and upon any other real or personal property owned by Respondent pursuant to Section 162.09, Florida Statutes, and Section 2-7-27 of the Manatee County Code of Ordinances.
4. The corrective action ordered in the Compliance Order has been completed and the property is now in compliance with Manatee County Land Development Code.
5. Justification exists to refer this case to the Manatee County Board of County Commissioners with a recommendation to reduce the outstanding fines to \$5,000.00 plus \$20.00 in recording fees.

DONE AND ORDERED this 30th day of June, 2020

By:


Ben Vitale
Special Magistrate
Manatee County Code Enforcement

**CODE ENFORCEMENT SPECIAL MAGISTRATE
MANATEE COUNTY, FLORIDA**

CASE NO: CE2009020067

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Referral to the Board of County Commissioners has been filed for the record on June 30, 2020, and has been furnished to the Respondents,

- Personally, on this 30th day of June, 2020.
 By US Mail on this 30th day of June, 2020.

By: _____



Moira Horgan
Administrative Specialist

Manatee County
Code Enforcement Division
5030 US Hwy 301N
Ellenton, FL 34222