

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**SECURITIES AND EXCHANGE  
COMMISSION,**

**Plaintiff,**

**v.**

**ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
SCOOP MANAGEMENT, INC.,**

**Defendants,**

**CASE NO.: 8:09-cv-0087-T-26TBM**

**SCOOP REAL ESTATE, L.P.,  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC.**

**Relief Defendants.**

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**RECEIVER'S MOTION FOR POSSESSION OF  
NOTE AND MORTGAGE FOR JEFFERSON PINES CONDOMINIUM**

Burton W. Wiand, as Receiver, by and through his undersigned counsel and under paragraph 24 of the Order Appointing Receiver (Doc. 8) moves the Court to grant the Receiver all interest in a note and mortgage for the condominium located at 700 N. Jefferson Ave., unit 774 ("the Jefferson Pines Condo"). Specifically, the Receiver asks the Court to allow COHEN, JAYSON & FOSTER, P.A. to assign the note and mortgage to the Receiver, and would show as follows:

1. On November 12, 2007, Michael Nitzsche (“Mr. Nitzsche”) purchased the Jefferson Pines Condo from the estate of Patricia Gregson. *See* Deed for the Jefferson Pines Condo, attached hereto as **Exhibit A**.

2. Mr. Nitzsche was an employee of “Mr. Florist A Victorian Garden,” a florist shop included in the Receivership under Order entered March 17, 2009 (Doc. 79).

3. Marguerite Nadel (Mrs. Arthur Nadel), who previously owned and operated the shop, loaned Mr. Nitzsche the funds to purchase the Jefferson Pines Condo. On November 16, 2007, Mr. Nitzsche executed a promissory note (the “Note”) payable to Mrs. Nadel in the amount of One Hundred Twenty-Six Thousand Five Hundred Fifty-Six and Twenty-Four Cents (\$126,556.24). *See* Promissory Note, attached hereto as **Exhibit B**. This Promissory Note was secured by a mortgage (the “Mortgage”) entered into by Mr. Nitzsche and held by Mrs. Nadel. *See* Real Estate Mortgage, attached hereto as **Exhibit C**.

4. On February 9, 2009, Mrs. Nadel assigned the Note and the Mortgage for the Jefferson Pines Condo to Cohen, Jayson & Foster, P.A.<sup>1</sup> *See* Assignment of Note and Mortgage, attached hereto as **Exhibit D**. The Assignment of Note and Mortgage indicates that the principal balance due under the Note is One Hundred Twenty-Four Thousand Six Hundred Thirty-Seven Dollars and Sixty-Four Cents (\$124,637.64), with Five Thousand Four Hundred Fifty-Seven Dollars and Sixty-Six Cents (\$5,457.66) due in outstanding interest.

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<sup>1</sup> At the hearing on Cohen, Jayson and Foster, P.A.’s Amended Motion for Payment of Reasonable Attorneys’ Fees (Doc. 69), held on March 20, 2009, it was made clear Mrs. Nadel made the assignment to pay Cohen, Jayson and Foster, P.A. to represent Arthur Nadel. The motion was denied by Order entered March 20, 2009 (Doc. 91).

**MEMORANDUM IN SUPPORT**

The Receiver was appointed by Order dated January 21, 2009 (Doc. 8), to, among other things, “marshal and safeguard all of the assets of the Defendants and Relief Defendants; and take whatever actions are necessary for the protection of the investors.”

Paragraph 24 of the order provides as follows:

24. In the event that the Receiver discovers that funds of persons who have invested in the Defendants or Relief Defendants have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds . . . .

The Receiver’s investigation revealed that Mrs. Nadel used investor funds as the consideration for the Promissory Note and Mortgage. Therefore, the Promissory Note and Mortgage constitute “funds” within the contemplation of paragraph 24 of the order quoted above.

WHEREFORE, the Receiver requests an Order allowing Cohen, Jayson and Foster, P.A. to assign the Promissory Note and the Mortgage to the Receiver.

**LOCAL RULE 3.01(g) CERTIFICATE OF COUNSEL**

The undersigned counsel for the Receiver is authorized to represent to the Court that the SEC has no objection to the Court’s granting this motion. The undersigned counsel is unable to contact Arthur Nadel, who is incarcerated in New York and is not represented by counsel in this action.<sup>2</sup>

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<sup>2</sup> The undersigned counsel also conferred with Mrs. Nadel and her attorney, Clifford Hunt, and with Todd Foster of Cohen, Jayson and Forster, P.A. and is authorized to represent to the Court that neither has an objection to the Court’s granting this Motion.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 29, 2009, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participant:

Arthur G. Nadel  
Register No. 50690-018  
MCC New York  
Metropolitan Correctional Center  
150 Park Row  
New York, NY 10007

s/ Carl R. Nelson  
Carl R. Nelson, FBN 0280186  
Email: [cnelson@fowlerwhite.com](mailto:cnelson@fowlerwhite.com)  
Gianluca Morello, FBN 034997  
Email: [gianluca.morello@fowlerwhite.com](mailto:gianluca.morello@fowlerwhite.com)  
Maya M. Lockwood, FBN 0175481  
Email: [mlockwood@fowlerwhite.com](mailto:mlockwood@fowlerwhite.com)  
Ashley Bruce Trehan, FBN 0043411  
Email: [atrehan@fowlerwhite.com](mailto:atrehan@fowlerwhite.com)  
FOWLER WHITE BOGGS P.A.  
P.O. Box 1438  
Tampa, FL 33601  
(813) 228-7411  
Fax No: (813) 229-8313  
Attorneys for the Receiver Burton W. Wiand

**VERIFICATION**

I hereby verify that the facts stated above are true and correct to the best of my knowledge, information and belief.

s/ Carl R. Nelson  
Carl R. Nelson

PREPARED BY/RETURN TO:  
PARKER & ASSOCIATES, P.A.  
2033 Main Street #100  
Sarasota, Florida 34237  
(841) 952-0600



2007182573

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

Parcel ID No: 2028-07-3037

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2007182573 3 PGS  
2007 DEC 10 04:26 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CBETHEL Receipt#992739  
Doc Stamp-Deed: 858.20

**PERSONAL REPRESENTATIVE'S DEED**

THIS INDENTURE, Made this 12<sup>th</sup> day of November, 2007, A.D., by Gary W. Gregson as Personal Representative of the Estate of Patricia Gregson, deceased; joined by Gary W. Gregson, individually, Michael G. Gregson and Terry L. Gregson, Grantor; to Michael K. Nitzsche, Grantee.

WITNESSETH, Grantor, pursuant to the terms of decedent's Last Will and Testament and in consideration of the sum of One Dollar (\$1.00) paid to Grantor by Grantee, receipt of which is acknowledged, grants, bargains, and sells to Grantee, the Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Sarasota State of Florida; to wit:

Unit 774, Phase IV, JEFFERSON PINES II, a condominium, according to the Declaration of Condominium recorded in OR Book 1753, Page 1695 through 1758, inclusive, and subsequent amendments thereto, and as per plat thereof recorded in Condominium Book 24, Page 4 and 4A, and as per plat thereof recorded in Condominium Book 28, Page 49 and 49A, Public Records of Sarasota County, Florida.

SUBJECT TO: conditions, restrictions, reservations, limitations and encumbrances of record; and zoning and other regulatory ordinances and taxes for the current year and all later years.

TOGETHER WITH all in singular the tenements, hereditament, and appurtenances belonging or in any way appertaining to the real property.

TO HAVE AND TO HOLD the same unto the Grantee, the Grantee's heirs, personal representatives, successors, and assigns, in fee simple forever.

AND Grantor does covenant to and with the Grantee, the Grantee's heirs, successors and assigns, that all things preliminary to and in and about this conveyance, the terms of decedent's Last Will and Testament and the Laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Signed, sealed, delivered in our presence:

The Estate of Patricia Gregson

Maude Gregson  
Maude Gregson  
Witness:

By: Gary W. Gregson  
Gary W. Gregson  
As its: Personal Representative and Individually

Mahmood Anwar  
Witness: MAHMOOD ANWAR

STATE OF MARYLAND  
COUNTY OF Anne Arundel

The foregoing Personal Representative's Deed was sworn to and acknowledged before me this 12<sup>th</sup> day of November, 2007, by Gary W. Gregson, as Personal Representative of the Estate of Patricia Gregson, who is personally known to me or who has produced his Driver's License as identification and who did not take an oath.

Mahmood Anwar  
Notary Public



City/County of Laurel/Anne Arundel  
State of Maryland  
Sworn to and subscribed before me this 12<sup>th</sup>  
day of NOV, 2007  
Witness my hand and official seal.  
Mahmood Anwar Notary Public

Michael G. Gregson

Witness: Christine Conner

Christie & Conner

Witness; \_\_\_\_\_

STATE OF Indiana  
COUNTY OF LAKE

Michael G. Gregson  
Michael G. Gregson

The foregoing Personal Representative's Deed was sworn to and acknowledged before me this 13<sup>th</sup> day of November, 2007, by Michael G. Gregson, who is personally known to me or who has produced his Driver's License as identification and who did not take an oath.

Christie & Conner  
Notary Public

CHRISTINE E CONNER  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. MAR. 25, 2009

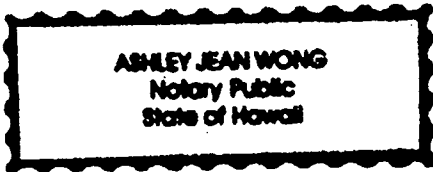
*Jerome Acadimia*  
Witness: JEROME ACADIMIA

*Terry L Gregson*  
Terry L. Gregson

*Gary T. Hiramoto*  
Witness: GARY T. HIRAMOTO

STATE OF Hawaii  
COUNTY OF Honolulu

The foregoing Personal Representative's Deed was sworn to and acknowledged before me this 12<sup>th</sup> day of November, 2007, by Terry L. Gregson, who is personally known to me or who has produced his Driver's License as identification and who did not take an oath.



*Ashley Jean Wong*  
Notary Public

Ashley Jean Wong  
Notary Public, State of Hawaii  
My Commission expires April 22, 2011

PROMISSORY NOTE

\$126,388.50

November 16, 2007  
Sarasota, Florida

For value received, the undersigned, hereinafter referred to as "Maker, promises to pay to **Marguerite Nadel**, hereinafter referred to as "Payee," or order, in lawful money of the United States of America, at **1618 Main Street, Sarasota, Florida 34236**, or such other place as Payee may hereafter designate in writing, the principal sum of **One Hundred Twenty Six Thousand Five Hundred Fifty Six and 24/100 Dollars (\$126,556.24)**, together with interest on the principal balance hereof from time to time existing at the following per annum rate, to wit:

**Six and a half percent (6.5%)**

Principal and interest hereunder shall be payable in the following manner:

Equal consecutive monthly installments of **\$799.92** the first of which shall be due and payable one (1) month from the date hereof and a like installment shall be due and payable on the same day of each month thereafter until Three Hundred and Sixty (360) months from the date hereof, at which time all principal together with accrued interest thereon shall be due and payable in full. Payments shall be applied first to interest and then to principal.

The prepayment penalty shall be 20% of the sale price of the real property after deduction of any outstanding principal on this Note; or, 20% of the value of the real property securing this Note at Note payment.

Time is of the essence hereto.

In the event of default continuing for fifteen (15) days in the payment of any installment of principal or interest coming due hereunder Payee shall have the option of accelerating the balance of this indebtedness and the accrued interest hereon, without notice, and demanding full payment of the same. Payee has the right to accept partial payments after default and acceleration without waiving the acceleration and any such partial payments shall be applied first to the costs of enforcement of collection of this Note set forth below, then to interest due pursuant to this Note and finally to principal due under this Note. In the event Payee elects to renew this Note either as an alternative to accelerating the balance of this indebtedness, or prior to such acceleration, Maker shall pay all costs and expenses incurred by Payee in connection with such renewal.

In the event it becomes necessary to enforce the collection of this Note, Maker hereby agrees to pay (and there shall be included in any judgment or decree related to the same) all costs of such enforcement, including but not limited to, court costs, appellate costs,



reasonable attorneys' fees, paralegals' fees, legal assistants' fees and costs together with any other such similar fees and costs which may be incurred by Payee subsequent to the rendition of a judgment or decree in connection with the collection of any sums due thereunder including, by way of illustration and not by way of limitation, attorneys' fees, paralegals' fees, legal assistants' fees and costs related to a determination of the amount of such fees and costs to which Payee is entitled, and subpoenas for depositions in aid of execution, court reporters' fees and all costs associated with the delivery or execution upon assets or funds sought to be recovered in satisfaction of said judgment or decree. The foregoing shall also include but not be limited to such similar costs and fees incurred by Payee in connection with the acts or actions taken by Payee in any Bankruptcy Court having jurisdiction over the Maker's obligations to Payee or over property securing such obligations. Interest after default and post-judgment interest shall be at the highest rate allowable by law, inclusive of prepayment penalties.

**MAKER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE OR UNDER ANY AGREEMENT SECURING THIS NOTE.**

Maker hereby waives all rights of presentment, demand for payment, protest, notice of protest and notice of dishonor, and consents that this Note or any part hereof may be extended without notice, and further agrees that any release, exchange, surrender, sale or other disposition of any or all of the security for the payment of this Note shall not release Maker from liable under this Note.

This Note is secured by a real property Mortgage of even date encumbering real estate located in Sarasota County, Florida. The obligation of each party liable under this Note may be enforced in any action to foreclose said Mortgage or by separate action hereon. State of Florida documentary stamps in the amount required by law are affixed to the Mortgage securing this Note.

In the event Payee has not received the full amount of any installment by the end of Fifteen (15) calendar days from the date it is due, Maker shall pay a late charge to Payee. The amount of the charge will be five percent (5%) of the overdue installment. The late charge shall be due and payable immediately but shall be paid only once on each late payment.

This Note shall be construed in accordance with the laws of the State of Florida.

I, Marguerite Nadel, have  
received the original  
Promissory Note.

Marguerite Nadel

  
Michael K. Nitzsche

This Document Prepared By and Return to:  
 Parker & Associates, P.A.  
 2033 Main Street Ste 100  
 Sarasota, Fl 34237

## Real Estate Mortgage

THIS MORTGAGE made this 16th day of November A.D. 2007 between  
 Michael K. Nitzsche

herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from **Marguerite Nadel**

herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagee hereby mortgages in Mortgagee the real property in **Sarasota** County, **Florida**, described as:

**Unit 774, Phase IV, JEFFERSON PINES II, a condominium, according to the Declaration of Condominium recorded in OR Book 1753, Page 1695 through 1756, inclusive, and subsequent amendments thereto, and as per plat thereof recorded in Condominium Book 24, Page 4 and 4A, and as per plat thereof recorded in Condominium Book 28, Page 49 and 49A, Public Records of Sarasota County, Florida.**

Any decree of foreclosure of this mortgage shall include all costs, expenses, and fees, including reasonable attorneys' fees and cost of title search. In case such foreclosure suit is settled before judgment is recorded therein such costs, expenses and fees shall nevertheless be paid by Mortgagor

If the mortgaged property or any part thereof shall be condemned and taken under the power of eminent domain, all damages and awards for the property so taken, to the amount then unpaid on the indebtedness hereby secured, shall be paid to the Mortgagee, and such amount shall be credited on the indebtedness secured hereby and may, at the option of the Mortgagee, be applied to the last maturing installments. The balance of such damages and awards, if any, shall be paid to Mortgagor.

(Continued on Attached)

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note, a copy of which is attached.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.
2. To pay all money required by said note and this mortgage, or either, promptly when due.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorneys' fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.
9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

Loan Generated by © Display Systems, Inc., 2002 (153) 763-3335 Form FPM-2

EXHIBIT C

Real Estate Mortgage - Page 3

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

If a conveyance should be made by the Mortgagor of the premises herein described, or any part thereof, without prior written consent of the Mortgagee and upon the terms and at such rate as Mortgagee shall request, then in such event, and at the option of the Mortgagee, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable.

Failure by the Mortgagors herein to comply with the tax and insurance requirements set forth herein shall be a material breach of this mortgage, for which the Mortgagee would have the right to foreclosure.

Mortgagor will provide to Mortgagee proof of renewal of insurance coverage at each renewal period.

Real Estate Mortgage - Page 2

10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or return this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within FIFTEEN (15) days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

In Witness Whereof, the mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Kathy L Morgan  
Witness

Printed Name: Ted Parker  
Witness

Michael K Nitzsche (Seal)  
Michael K. Nitzsche  
P.O. Address:

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 16th day of November, 2007 by Michael K. Nitzsche

he is personally known to me or he has produced his Florida driver's license as identification.



[Signature]  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument was prepared without the benefit of title work, by and return to:

Richard W. Radke, Esquire  
Barnett, Bolt, Kirkwood, Long & McBride  
601 Bayshore Boulevard, Suite 700  
Tampa, Florida 33606

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009018115 1 PG  
2009 FEB 13 12:55 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#1134588

ASSIGNMENT OF NOTE AND MORTGAGE

MARGUERITE NADEL (hereinafter referred to as the "Assignor"), for valuable consideration received from COHEN, JAYSON & FOSTER, P.A., a Florida professional services corporation (hereinafter referred to as the "Assignee"), whose mailing address is 201 E. Kennedy Blvd., Suite 1000, Tampa, FL 33602, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, that certain Real Estate Mortgage, dated November 16, 2007, made by MICHAEL K. NITZSCHE, in favor of Assignor, which was recorded on December 10, 2007, as Instrument #2007182574, of the Public Records of Sarasota County, Florida (the "Mortgage"), upon the following described parcel of land, situate and being in said County and State, to-wit:

UNIT 744, PAGE IV, JEFFERSON PINES II, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN O. R. BOOK 1753, PAGE 1695 THROUGH 1756, INCLUSIVE, AND SUBSEQUENT AMENDMENTS THERETO, AND AS PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 24, PAGES 4 AND 4A, AND AS PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 28, PAGE 49 AND 49A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Together with that certain Promissory Note in favor of Assignor described in and attached to said Mortgage, and the moneys due and to become due thereon, with interest from the date hereof.

Assignor represents and warrants to Assignee that: Assignor is the sole owner and holder of the Note and Mortgage; Assignor has not transferred any interest in the Note and Mortgage to any other party; the Note and Mortgage are free and clear of all claims, liens, charges, encumbrances and security interests; as of the date hereof, the principal balance due under the Note is \$24,637.64, the amount of interest outstanding under the Note is \$5457.66, and the last payment of principal and interest was made on 6-15-08.

TO HAVE AND TO HOLD the same unto the Assignee, their successors and assigns forever.


IN WITNESS WHEREOF, the Assignor has executed this Assignment and affixed his seal as of the 9th day of February, 2009.

Signed, sealed and delivered in the presence of:

Witness #1 [Signature]  
Print Name: ELLIOTT BUCHMAN

[Signature]  
MARGUERITE NADEL  
(Seal)

Witness #2 [Signature]  
Print Name: KEVIN K. KALWARNY  
As to Assignor

"Assignor"   
2009018115

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of February, 2009, by MARGUERITE NADEL, who [ ] is personally known to me or who [X] has produced a Florida driver's license as identification.

[Notarial]   
MARY E. DANIELOWICH  
MY COMMISSION # DD 572348  
EXPIRES: August 9, 2010  
Bonded Thru Notary Public Underwriting

[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

BBK1 EXCSM04 W/PL1