

YOUNG, VAN ASSENDERP, VARNADOE & ANDERSON, P. A.

ATTORNEYS AT LAW

REPLY TO:

R. BRUCE ANDERSON
TASHA O. BUFORD
DANIEL H. COX
TIMOTHY S. FRANKLIN
DAVID P. HOPSTETTER*
C. LAURENCE KEESEY
KENZA VAN ASSENDERP
GEORGE L. VARNADOE
ROY C. YOUNG

*BOARD CERTIFIED REAL ESTATE LAWYER

OF COUNSEL
DAVID B. ERWIN
A.J. JIM SPALLA

February 10, 2000

GALLIE'S HALL
225 SOUTH ADAMS STREET, SUITE 200
POST OFFICE BOX 1833
TALLAHASSEE, FLORIDA 32302-1833
TELEPHONE (850) 222-7206
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SUNTRUST BUILDING
801 LAUREL OAK DRIVE, SUITE 300
POST OFFICE BOX 7907
NAPLES, FLORIDA 34101-7907
TELEPHONE (941) 597-2814
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Cheryl Johnson
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 990975-SU - Application for transfer of Certificate No. 281-S in Lee County from Bonita Country Club Utilities, Inc. to RealNor Hallandale, Inc.

Dear Ms. Johnson:

In your letter, dated February 8, 2000, on behalf of PSC staff, you requested information related to the costs of acquiring the BCCU system, the loan balance at the time of foreclosure, the amount of the loan and the amount paid at the foreclosure sale.

- a. The original loan was for \$500,000. Attached is the promissory note.
- b. The outstanding loan balance at the time of the foreclosure was \$478,013.10. Attached is the Amended Summary Final Judgment of Foreclosure, which establishes that amount.
- c. Northern Trust Bank of Florida, N. A. paid \$1,000 for the property, but never took title and instead assigned the right to the Certificate of Sale and its right to receive the Certificate of Title to RealNor Hallandale, Inc., so that only RealNor Hallandale, Inc. has ever held title as a result of the foreclosure. Attached are the following:

NFA	_____
APP	_____
CAF	_____
CAWJ	_____
CTR	_____
EAG	_____
LEG	_____
MAS	_____
OPC	_____
RRR	_____
SEC	_____
VAVW	_____
OTH	_____

- 1. Certificate of Sale
- 2. Assignment of Certificate of Sale and Right to Receive Certificate of Title;
- 3. Notice of Filing Assignment of Certificate of Sale and Right to Receive Certificate of Title;

DOCUMENT NUMBER-DATE

01837 FEB 10 8

FPSC-RECORDS/REPORTING

4. Certificate of Title.

d. Costs to obtain the property through the foreclosure action are as follow:

1.	Accrued and unpaid interest	\$ 64,930.11 (See Final Judgment)
2.	Late Fees	2,060.73 (See Final Judgment)
3.	Attorneys Fees and Costs	
	Invoices of Grant, Fridkin, Pearson, Athan & Crown	
	08/11/98	185.00
	09/09/98	2,215.00
	10/05/98	645.50
	11/09/98	3,496.50
	12/09/98	1,063.00
	01/12/99	226.00
	02/11/99	2,889.00
	03/10/99	1,532.10
	04/13/99	1,948.72
	05/17/99	631.13
	06/15/99	7,035.17
	07/26/99	4,799.56
	08/05/99	20,322.01
4.	Consultation of Frank Seidman (See attached schedule)	<u>6,636.93</u>

Total 120,616.46

e. Costs to date to acquire the BCCU system, including preparation and prosecution of the transfer application and obtaining clear ownership rights to all BCCU facilities, as necessitated by the protest of Michael J. Miceli, are as follow:

1.	Consultation of Frank Seidman	8,946.29
2.	Attorneys Fees and Costs	
	a. Grant, Fridkin, Pearson, Athan & Crown	47,033.84
	b. Young, van Assenderp, Varnadoe & Anderson	<u>34,871.69</u>
	Total	90,851.82

Northern Trust Bank of Florida, N. A. and its affiliate, RealNor Hallandale, Inc. have experienced a cost to date to obtain the authorization to operate the wastewater facilities of BCCU of the total amount of \$689,481.38, as described above.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Erwin". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

David B. Erwin

cc: Roy C. Young
Helen Athan
Frank Seidman
Lloyd Liggett

PROMISSORY NOTE

\$500,000.00

Nov. 15, 1995

FOR VALUE RECEIVED, BONITA COUNTRY CLUB UTILITIES, INC., a Florida corporation ("Maker"), promises to pay to the order of NORTHERN TRUST BANK OF FLORIDA N.A., a national banking association, ("Payee") at its office at 4001 Tamiami Trail North, Naples, FL 33940, or at any other place from time to time designated by the holder hereof in writing, in immediately available funds of legal tender of the United States of America, the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), together with interest thereon, computed on the basis of a 360-day year, but charged only for actual days elapsed (not to exceed the maximum lawful rate under applicable law).

On all amounts which shall be advanced and from time to time remain outstanding, interest shall accrue and be payable at the rate of nine and one-quarter percent (9.25%) per annum.

Payments of principal and accrued interest in the amount of FOUR THOUSAND FIVE HUNDRED SEVENTY-NINE AND 32/100 DOLLARS (\$4,579.32) shall be due and payable monthly, commencing January 1, 1995 and continuing on the first day of each month thereafter until December 31, 2000 at which time this note will mature and the entire unpaid principal balance of this note together with all accrued and unpaid interest thereon and other sums outstanding shall be due and payable in full.

This note may be prepaid in whole or in part at any time and from time to time prior to maturity, while not in default, without premium or penalty. All payments made hereunder shall be credited first to accrued and unpaid interest, and the balance, if any, to principal.

This note is secured, *inter alia*, by a certain Mortgage and Security Agreement (the "Mortgage") of even date herewith given by the Maker to Payee encumbering real property situated in Lee County, Florida, which property is more fully described in said Mortgage. The failure of Maker to comply with the terms and conditions of the Mortgage, or any other document evidencing or securing the loan evidenced by this note, shall constitute a default hereunder.

In case of default in the payment of any amounts due hereunder which shall continue for more than ten (10) days, or default under the Maker's obligations hereunder, or default under any instruments securing this note which shall continue beyond the applicable grace period, if any, then, or at any time thereafter during default, the holder hereof may, without notice, declare the entire debt then remaining unpaid immediately due and payable.

If all or any part of any monthly interest or other mandatory payment due hereunder remains unpaid more than ten (10) days after the date due and payable, then Payee may, at its



sole option, charge Maker a late payment charge equal to five percent (5%) of each unpaid monthly payment or sum or alternatively, during the period of any default under the terms of this note, Payee may charge Maker interest on the entire indebtedness outstanding at the rate of 18% per annum (or the highest rate permitted by law if lower) until such default is cured.

The Maker, and each endorser, surety, guarantor and other party who may be or may become liable for the payment of this note, waives presentment for payment, demand, notice of dishonor, protest and notice of protest, notice of nonpayment, delays in collection, and agrees that the holder hereof may at any time, and from time to time, extend the time for, or the due date of, any payment due hereunder, or otherwise modify the terms of payment of all or any part of the indebtedness evidenced by this note, whether such extension or modification shall be granted or made before, at, or after maturity, and agrees that such extension or modification shall not in any way release or affect the liability of any party liable for the payment of this note, and agrees that at any time while this note shall be in default, all indebtedness due hereunder shall, at the option of the holder hereof, be and become immediately due and payable without demand or notice, and agrees to pay all costs of collection, including reasonable attorneys' fees, whether suit shall be brought or not.

Upon any default hereunder all persons liable hereon jointly and severally promise to pay all costs of collection, enforcement and defense of this instrument and the obligations therein and legal proceedings related, ancillary, or supplementary thereto, including reasonable attorneys' fees. It is expressly agreed that such costs and attorneys' fees aforesaid shall also include such costs and fees as may be incurred by the holder hereof in prosecuting or resisting any proceedings in appellate courts before or after final decision of a court of competent jurisdiction arising out of any action to collect, enforce or defend the herein instrument and indebtedness and any and all other instruments, agreements, liens, assignments or security agreements entered into in connection herewith.

Notwithstanding anything contained herein to the contrary, no payee or holder of this note shall ever be entitled to receive, collect, or apply, as interest on the obligation, any amount in excess of the maximum lawful rate under applicable law, and in the event the payee or any holder hereof ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the principal debt; and, if the principal debt is paid in full, any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof and (c) "spread" the total amount of interest throughout the entire contemplated term of the obligation so that the interest rate is uniform throughout the entire term of the obligation.

This note shall be deemed to be an obligation made under and shall be construed in accordance with and governed by the laws of the State of Florida.

This note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

The term "Maker" as used herein in every instance shall include the heirs, executors, administrators, successors, legal representatives and assigns of the Maker, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.

Maker agrees to furnish to Payee within forty-five (45) days of the end of Maker's fiscal year, financial statements certified by the Maker to be true and correct. In addition, Maker agrees to furnish to the Payee within forty-five (45) days of the date of filing, copies of all state and federal income tax returns which are so filed. Maker further agrees to cause any guarantor of this note to furnish to Payee within forty-five (45) days of the end of each calendar year, financial statements certified by such guarantor to be true and correct. Maker further agrees to cause to be furnished to Payee within forty-five (45) days of the date of filing, copies of all state and federal income tax returns of any such Guarantor which are so filed.

Maker agrees that it shall not make any distributions, pay any dividends or make any payments whatsoever to Michael J. Miceli unless the annual net income of Maker is equal to 1.2 multiplied by the annual debt service of Maker, provided however that Maker may pay Michael J. Miceli the salary which he is receiving as of the date hereof.

Maker further agrees that an event of default shall occur hereunder if the cash flow of Maker (which cash flow is equal to Maker's net income plus depreciation of assets as such terms are defined under generally accepted accounting principals) is less than zero.

Maker agrees to furnish to Payee within 15 days of Maker's receipt copies of all notices, permits, and approvals of the Public Service Commission and of the Department of Environmental Regulation, both of the State of Florida.

Waiver of Jury Trial. MAKER AND PAYEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PAYEE ENTERING INTO THIS AGREEMENT.

The undersigned have caused these presents to be duly executed the day and year first above written.

BONITA COUNTRY CLUB UTILITIES, INC., a
Florida corporation

By: Michael J. Miceli
Michael J. Miceli, as President

(corporate seal)



Printed word for use in business programs

COPY

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

NORTHERN TRUST BANK OF FLORIDA, N.A.
a National Banking Association

Plaintiff,

v.

CASE NO. 98-6169-CA-WCM

BONITA COUNTRY CLUB UTILITIES, INC.
a Florida Corporation, THOMAS HEIDKAMP,
CHAPTER 7, TRUSTEE, and all persons having
or claiming by, through, under, or against any of
the above parties and all parties having any right,
title or interest in the subject property.

Defendants.

AMENDED SUMMARY FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE having come before the Court, upon the Motion of Plaintiff, Northern Trust Bank of Florida ("Northern Trust"), for the entry of an Amended Summary Final Judgment of Mortgage Foreclosure, and the Court having reviewed the pleadings, affidavits, having heard argument of counsel, and being otherwise fully advised in the premises, the Court finds as follows:

- A. Each Defendant has been duly and regularly served, and the Court has jurisdiction over the parties and the subject matter of this action.
- B. The Note, Mortgage, and Security Agreements sued upon in this action are in default as alleged in the complaint.

C. The Mortgage and Security Agreement sued upon by Northern Trust in this action constitute a valid lien upon the property therein described and further described as:

TRACT "A"
(Fee Simple Title)
(PART OF BONITA SPRINGS COUNTRY CLUB UNIT 2, LOT 1)

A PARCEL OF LAND, BEING PART OF LOT 1 OF BONITA SPRINGS COUNTRY CLUB UNIT 2, ACCORDING TO PLAT BOOK 30, PAGE 132 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 47S, RANGE 25E AND LOT 1, PER THE RECORDED PLAT OF BONITA SPRINGS COUNTRY CLUB UNIT 2;
THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF SAID LOT 1, N 00°46'57" E A DISTANCE OF 502.35 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG THE WEST SIDE OF LOT 1 N 00°46'57" E A DISTANCE OF 164.19 FEET;
THENCE N 88°03'31" E A DISTANCE OF 674.93 FEET;
THENCE S 00°44'16" W A DISTANCE OF 164.18 FEET;
THENCE S 88°03'31" W A DISTANCE OF 675.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.541 ACRES OF LAND MORE OR LESS.
SUBJECT TO THE EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT "B"
(Leasehold Estate)
(PART OF BONITA SPRINGS COUNTRY CLUB UNIT 2, LOT 1)

A PARCEL OF LAND, BEING PART OF LOT 1 OF BONITA SPRINGS COUNTRY CLUB UNIT 2, ACCORDING TO PLAT BOOK 30, PAGE 132 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 47S, RANGE 25 E AND LOT 1, PER THE RECORDED PLAT OF BONITA SPRINGS COUNTRY CLUB UNIT 2; THENCE EASTERLY ALONG THE SOUTH PROPERTY LINE OF SAID LOT 1 N 87°29'57" E A DISTANCE OF 440.42 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG THE SOUTH LINE OF LOT 1 N 87°29'57" E A DISTANCE OF 235.38 FEET;
THENCE N 00°44'16" E A DISTANCE OF 495.73 FEET;
THENCE S 88°03'31" W A DISTANCE OF 235.26 FEET;
THENCE S 00°44'16" W A DISTANCE OF 498.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.681 ACRES OF LAND MORE OR LESS.
SUBJECT TO THE EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH ALL OF THE LEASEHOLD INTEREST IN AND TO THAT CERTAIN LEASE, DATED NOVEMBER 9, 1995, OF THE REAL PROPERTY DESCRIBED ABOVE AS TRACT B, WHICH LEASE HAS BEEN EXECUTED BY BONITA COUNTRY CLUB UTILITIES AS THE LESSEE AND BY PLATNIUM COAST FINANCIAL CORP., A FLORIDA CORPORATION AS LESSOR;

TRACT "A" AND TRACT "B" WILL BE HEREINAFTER REFERRED TO AS THE "PREMISES" OR "PROPERTY".

TOGETHER WITH ANY AND ALL BUILDINGS AND OTHER IMPROVEMENTS, AND ALL FIXTURES IN OR ON SUCH BUILDINGS AND OTHER IMPROVEMENTS, NOW OR HEREAFTER SITUATED ON THE PROPERTY AND ALL ADDITIONS THERETO AND ALL RENEWALS, REPLACEMENTS AND REPLENISHMENTS THEREOF, INCLUDING ALL PERSONAL PROPERTY, THE HEATING AND AIR CONDITIONING UNITS, EQUIPMENT, MACHINERY, DUCTS AND CONDUITS, WHETHER DETACHABLE OR NOT, NOW OR HEREAFTER LOCATED IN AND ABOUT THE PROPERTY AND ALL ADDITIONS THERETO AND ALL RENEWALS, REPLACEMENTS AND REPLENISHMENTS THEREOF, AND PERSONAL PROPERTY NOW OR HEREAFTER LOCATED THEREON; AND

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE THEREUNTO APPERTAINING, INCLUDING RIPARIAN AND/OR LITTORAL RIGHTS, ALL PERMITS AND LICENSES FOR MAINTAINING AND USING THE PREMISES, ANY EASEMENTS BENEFITING OR SERVING THE PROPERTY, ANY REVERSIONARY INTEREST IN ANY ROADS OR STREETS, AND ANY RIGHTS IN ANY EASEMENTS BENEFITING AND SERVING THE PROPERTY OR ANY PORTIONS THEREOF, AND THE RENTS, ISSUES AND PROFITS THEREOF, AND ALSO ALL THE ESTATE, RIGHT, TITLE, INTEREST AND ALL CLAIM AND DEMAND WHATSOEVER, AS WELL IN LAW AS IN EQUITY, OF BONITA COUNTRY CLUB UTILITIES, INC. IN AND TO THE SAME, INCLUDING, BUT NOT LIMITED TO, ALL RENTS, ISSUES, PROFITS, REVENUES, ROYALTIES, RIGHTS AND BENEFITS DERIVED FROM THE PREMISES FROM TIME TO TIME ACCRUING, WHETHER NOW EXISTING OR HEREAFTER CREATED, RESERVING TO BONITA COUNTRY CLUB UTILITIES, INC.

TOGETHER WITH ANY AND ALL IMPROVEMENTS (COLLECTIVELY THE "IMPROVEMENTS") NOW OR HEREAFTER ATTACHED TO OR PLACED, ERECTED, CONSTRUCTED OR DEVELOPED ON THE REAL PROPERTY ("PROPERTY"); (B) ALL FIXTURES, FURNISHINGS, EQUIPMENT, INVENTORY, AND OTHER ARTICLES OF PERSONAL

PROPERTY (COLLECTIVELY THE "PERSONAL PROPERTY") THAT ARE NOW OR HEREAFTER ATTACHED TO OR USED IN OR ABOUT THE IMPROVEMENTS OR THAT ARE NECESSARY OR USEFUL FOR THE COMPLETE AND COMFORTABLE USE AND OCCUPANCY OF THE IMPROVEMENTS FOR THE PURPOSES FOR WHICH THEY WERE OR ARE TO BE ATTACHED, PLACED, ERECTED, CONSTRUCTED OR DEVELOPED, OR THAT ARE OR MAY BE USED IN OR RELATED TO THE PLANNING, DEVELOPMENT, FINANCING OR OPERATION OF THE IMPROVEMENTS, AND ALL RENEWALS OF OR REPLACEMENTS OR SUBSTITUTIONS FOR ANY OF THE FOREGOING, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO THE IMPROVEMENTS OR THE PROPERTY; (C) ALL WATER AND WATER RIGHTS, TIMBER, CROPS, AND MINERAL INTERESTS PERTAINING TO THE PROPERTY; (D) ALL BUILDING MATERIALS AND EQUIPMENT NOW OR HEREAFTER DELIVERED TO AND INTENDED TO BE INSTALLED IN OR ON THE IMPROVEMENTS OR THE PROPERTY; (E) ALL PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS; (F) ALL CONTRACTS RELATING TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (G) ALL DEPOSITS (INCLUDING, WITHOUT LIMITATION, TENANTS' AND PURCHASERS' SECURITY DEPOSITS), BANK ACCOUNTS, FUNDS, DOCUMENTS, CONTRACT RIGHTS, ACCOUNTS, ACCOUNTS RECEIVABLE, COMMITMENTS, CONSTRUCTION AGREEMENTS, ARCHITECTURAL AGREEMENTS, GENERAL INTANGIBLES (INCLUDING, WITHOUT LIMITATION, TRADEMARKS, TRADE NAMES AND SYMBOLS), INSTRUMENTS, NOTES AND CHATTEL PAPER ARISING FROM OR BY VIRTUE OF ANY TRANSACTIONS RELATED TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (H) ALL PERMITS, LICENSES, FRANCHISES, CERTIFICATES, AND OTHER RIGHTS AND PRIVILEGES OBTAINED IN CONNECTION WITH THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (I) ALL PROCEEDS ARISING FROM OR BY VIRTUE OF THE SALE, LEASE OR OTHER DISPOSITION OF THE PROPERTY, THE IMPROVEMENTS, THE PERSONAL PROPERTY OR ANY PORTION THEREOF OR INTEREST THEREIN; (J) ALL PROCEEDS, IF ANY, (INCLUDING, WITHOUT LIMITATION, PREMIUM REFUNDS) OF EACH POLICY OF INSURANCE RELATING TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (K) ALL PROCEEDS, IF ANY, FROM THE TAKING OF ANY OF THE PROPERTY, THE IMPROVEMENTS, THE PERSONAL PROPERTY OR ANY RIGHTS APPURTENANT THERETO BY RIGHT OF EMINENT DOMAIN OR BY PRIVATE OR OTHER PURCHASE IN LIEU THEREOF (INCLUDING, WITHOUT LIMITATION, CHANGE OF GRADE OF STREETS, CURB CUTS OR OTHER RIGHTS OF ACCESS), FOR ANY PUBLIC OR QUASI PUBLIC USE UNDER ANY LAW; (L) ALL RIGHT, TITLE AND INTEREST OF BONITA COUNTRY CLUB UTILITIES, INC. IN AND TO ALL STREETS, ROADS, PUBLIC PLACES, EASEMENTS AND RIGHTS-OF-WAY, EXISTING OR PROPOSED, PUBLIC OR PRIVATE, ADJACENT TO OR USED IN CONNECTION WITH, BELONGING OR PERTAINING TO THE PROPERTY; (M) ALL OF THE LEASES, LICENSES,

OCCUPANCY AGREEMENTS, RENTS (INCLUDING WITHOUT LIMITATION, ROOM RENTS), ROYALTIES, BONUSES, ISSUES, PROFITS, REVENUES OR OTHER BENEFITS OF THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, CASH OR SECURITIES DEPOSITED PURSUANT TO LEASES TO SECURE PERFORMANCE BY THE LESSEES OF THEIR OBLIGATIONS THEREUNDER; (N) ALL CONSUMER GOODS LOCATED IN, ON OR ABOUT THE PROPERTY OR THE IMPROVEMENTS OR USED IN CONNECTION WITH THE USE OR OPERATION THEREOF; (O) ALL RIGHTS, HEREDITAMENTS AND APPURTENANCES PERTAINING TO THE FOREGOING; AND (P) OTHER INTERESTS OF EVERY KIND AND CHARACTER THAT BONITA COUNTRY CLUB UTILITIES, INC. NOW HAS OR AT ANY TIME HEREAFTER ACQUIRES IN AND TO THE PROPERTY, IMPROVEMENTS, AND PERSONAL PROPERTY DESCRIBED HEREIN AND ALL PROPERTY THAT IS USED OR USEFUL IN CONNECTION THEREWITH, INCLUDING RIGHTS OF INGRESS AND EGRESS AND ALL REVERSIONARY RIGHTS OR INTERESTS OF BONITA COUNTRY CLUB UTILITIES, INC. WITH RESPECT THERETO.

D. The Court finds that \$11,443.50 is an appropriate and reasonable attorneys' fee for this action, and that 0 enhancement or reduction of the fee as requested is appropriate. Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985). Accordingly, attorneys' fees in the amount of \$11,443.50 are awarded the attorney for Plaintiff. The Court finds that \$289.50 is an appropriate and reasonable amount of costs for this action. Accordingly, costs in the amount of \$289.50 are awarded to the Plaintiff.

E. As to each Defendant, there are no genuine issues and material facts, and Plaintiff is entitled to a judgment in its favor as a matter of law; accordingly, it is

ORDERED AND ADJUDGED that Northern Trust's Motion for the Entry of Final Summary Judgment of Mortgage Foreclosure against all Defendants is hereby **GRANTED**, and that Summary Final Judgment of Foreclosure (the "Judgment"), is hereby entered in accordance with the terms that follow:

1. There is due and owing from Defendant, BONITA COUNTRY CLUB UTILITIES, INC., ("BCCU"), to Plaintiff, Northern Trust, as of February 1, 1999, under the Note, Mortgage, and Security Agreement, the following sums:

a.) Principal balance:	\$478,013.10
b.) Accrued and unpaid Interest:	\$64,930.11
c.) Late Fees:	\$2,060.73
d.) Attorneys' fees and costs:	\$11,733.00
e.) Total amount due:	\$556,736.94

Which total is due as of the date hereof with interest thereafter at the legal rate, for which let execution issue.

2. If the total sum with interest at the rate prescribed by law and all costs of this action accrued subsequent to this Judgment are not paid within five (5) days from the date of this order, the Clerk of the Court, after publication of notice required by Chapter 45 of Florida Statutes, shall sell the property at public sale on ~~April 30, 1999~~ ^{May 13, 1999}, between 11:00 a.m. and 2:00 p.m., to the highest bidder for cash, by the north front door of the Lee County Courthouse, 1700 Monroe Street, in Fort Myers, Lee County, Florida, in accordance with the Florida Statutes §45.031, except the Clerk shall not conduct the sale unless Plaintiff or Plaintiff's representative is present to bid.

3. Plaintiff shall advance all subsequent costs of this action. If Plaintiff is not the successful bidder for the property at the sale, then the Clerk of this Court shall reimburse Plaintiff all costs advanced from the sale proceeds.

4. Plaintiff may be a bidder and a purchaser of the property at the foreclosure sale and, if the successful bidder of the property at the sale, then the Clerk shall credit Plaintiff's bid with all or any part of the following sums to pay the bid in full:

- (a) The full amount of the outstanding principal judgment amount;
- (b) All accrued interest;
- (c) Any and all additional costs; and
- (d) Reasonable attorneys' fees accruing subsequent to the date of the judgment in this cause.

5. If Plaintiff is not the successful bidder at such sale, then, immediately following the sale, the successful bidder shall pay the Clerk of the Court \$5,000 in cash or by cashier's check. If the successful bidder does not immediately tender the \$5,000, then the Clerk of the Court shall promptly recommence the bidding without further advertising that the sale will continue. The successful bidder shall have until 4:30 p.m. on ^{May 17,} ~~May 3,~~ 1999, to pay the clerk the full amount of its bid in cash or cashier's check.

6. If the clerk has not received the full amount of the bid in cash or cashier's check by 4:30 p.m. on ^{May 17,} ~~May 3,~~ 1999, then at 11:00 a.m., on ^{May 18,} ~~May 4,~~ 1999, the clerk shall reopen the bidding to complete the foreclosure sale without providing any further notice or advertisement except as hereafter provided. Plaintiff or Plaintiff's representative must be present to bid at the reopened foreclosure sale. If the sale is reopened, then the Clerk shall distribute the \$5,000 tendered following the 11:00 a.m. bidding in the manner and order prescribed for distributing the proceeds of the sale as described in paragraph 10 of this Order. The public and all bidders who are present at 11:00 a.m. when the sale was first held are invited to contact the clerk's office between the date of the first sale and 4:30 p.m. on ^{MAY 17,} ~~May 3,~~ 1999, to determine whether the

successful bidder has paid the clerk the full amount of the successful bid and the public and all bidders who are present at the first sale are invited to return to the location of this sale at 11:00 a.m. on ~~May 4~~^{May 18}, 1999, in the event the bidding is reopened. The provisions in this paragraph shall be published as part of the notice of the foreclosure and shall be read by the clerk at the close of the bidding.

7. If Plaintiff is not the successful bidder at the reopened foreclosure sale, then, at the close of all bidding, the successful bidder shall pay the Clerk the full amount of its bid in cash or cashier's check.

8. Upon issuance of the certificate of sale at the earliest time provided by Chapter 45, Florida Statutes, Defendants, Bonita Country Club Utilities, Inc. a Florida Corporation, Thomas Heidkamp, Chapter 7, Trustee, and all persons claiming by, through, under, or against them since the filing of the Notice of Lis Pendens in this action shall be forever foreclosed of all right, title, interest, estate or claim in the property being sold, all rights of redemption shall expire and the purchaser at the sale shall be let into possession of the property.

9. Immediately after the conformation of the sale, whether occurring by the Clerk's issue of the certificate of title or upon the Court's order ruling on any objection to the sale, the Clerk shall, at Plaintiff's or the successful bidder's request, immediately issue a writ of possession of the property.

10. On filing the certificate of title, the Clerk shall distribute the proceeds of the sale in the following order:

- (a) By paying all of Plaintiff's cost of sale;
- (b) By paying Plaintiff's attorneys fees;
- (c) If Plaintiff is not the successful the bidder, by paying Plaintiff the full

outstanding principal amount, accrued interest, and any unpaid litigation costs and attorneys' fees;

(d) By paying for the documentary stamps affixed to the certificate.

11. Upon a sale being had in accordance with Chapter 45 of the Florida Statutes, and upon the Clerk filing the certificate of sale, and the certificate of title, the sale shall stand confirmed and the Defendants and all persons claiming by, through or under them, shall be forever barred and foreclosed of any equity or right of redemption whatsoever in and to the above-described property, and the purchaser at the sale shall be let into possession of the property; further any and all persons whosoever claiming against the subject property by virtue of any liens or other interests unrecorded as to the date of the filing of Plaintiff's Lis Pendens with the Clerk of the Court shall be forever barred from asserting any such liens or other interests, and any such liens or other interests shall be discharged forever, in accordance with the Florida Statutes.

12. This court retains jurisdiction of this cause for the purposes of making all other orders and judgments as may be necessary and proper, including but not limited to, deficiency judgments, writs of assistance, determining claims to any surplus, awarding supplementary attorneys' fees and granting such other relief as may be appropriate.

DONE AND ORDERED in Chambers, Lee County, Florida, this 6 day of April 1999.

S/ WILLIAM C. McIVER

Honorable William C. McIver
Circuit Court Judge

Conformed Copies to:
Michael Miceli
Michael Brundage, Esq.
D. Keith Wickenden, Esq.

CHARLIE GREEN, CLERK CIRCUIT COURT

S/ P. Wise
4-20-99

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

FILED

NORTHERN TRUST BANK OF FLORIDA, N.A.

a National Banking Association

Plaintiff,

vs.

BONITA COUNTRY CLUB UTILITIES, INC.,

et al

Defendant

MAY 13 1999

CHARLIE GREEN, CLERK
CIRCUIT/COUNTY COURTS
BY EG D.C.

Case No. 98-6169CA

CERTIFICATE OF SALE

The undersigned clerk of the court certifies that notice of public sale of the property described in the order or final judgment was published in the Fort Myers Newspress

a newspaper circulated in Lee County, Florida, in the manner shown by the proof of publication attached, and on

May 13, 1999,

the property was offered for public sale to the highest and best bidder for cash.

The highest and best bid received for the property was

One thousand and no/100 dollars (\$1,000.00)

submitted by NORTHERN TRUST BANK OF FLORIDA, N.A., a National Banking Association

to whom the property was sold.

Having received no money, the amount bid was credited to Plaintiff

~~The proceeds of the sale are retained for distribution~~

in accordance with the order or final judgment.

My sale fee of \$40.00 was paid by

Jeffrey D Fridkin, Esq.

WITNESS my hand and the seal of this court on May 13, 1999

CHARLIE GREEN
Clerk of Circuit Court

By EG
Deputy Clerk

COPY FURNISHED TO
Jeffrey D Fridkin, Esq
Michael Micelli, Esq
Michael Brundage, Esq

CHARLIE GREEN
Clerk of Circuit Court

By EG
Deputy Clerk

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

NORTHERN TRUST BANK OF FLORIDA, N.A.
a National Banking Association
Plaintiff,

v.

CASE NO. 98-6169-CA-WCM

BONITA COUNTRY CLUB UTILITIES, INC.
a Florida Corporation, THOMAS HEIDKAMP,
CHAPTER 7, TRUSTEE, and all persons having
or claiming by, through, under, or against any of
the above parties and all parties having any right,
title or interest in the subject property.
Defendants.

**ASSIGNMENT OF CERTIFICATE OF SALE AND
RIGHT TO RECEIVE CERTIFICATE
OF TITLE**

The undersigned, NORTHERN TRUST BANK OF FLORIDA N.A., is the Plaintiff in this action and the successful bidder at a foreclosure sale held on May 13, 1999 and thus has the right to receive a Certificate of Title to that certain property described in that certain Amended Summary Final Judgment of Foreclosure in the above-styled case pursuant to that certain Certificate of Sale issued on May 13, 1999 by the Clerk of Court also in the above-styled case. The undersigned hereby assigns all of its right, title and interest in the aforesaid Certificate of Sale and the right to receive such Certificate of Title to REALNOR HALLANDALE, INC., a Florida corporation.

NORTHERN TRUST BANK OF FLORIDA N.A.,
a national bank association

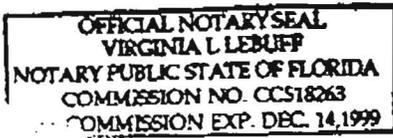
By:


DOLORIS R. GAMBLE, as Vice President

[Corporate Seal]

STATE OF FLORIDA)
) §§
COUNTY OF COLLIER)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24th day of June, 1999, by Doris K. Lamb, as Vice President of Northern Trust Bank of Florida N.A., a national banking association, who is personally known to me or who produced _____ as identification.



Virginia L. LeBuff
Notary Public - State of Florida
Virginia L. LeBuff
Printed Name of Notary
My Commission Expires: 12/14/99

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

PLEASE
Date Stamped
copy

NORTHERN TRUST BANK OF FLORIDA, N.A.
a National Banking Association

Plaintiff,

v.

CASE NO. 98-6169-CA-WCM

FILED

BONITA COUNTRY CLUB UTILITIES, INC.
a Florida Corporation, THOMAS HEIDKAMP,
CHAPTER 7, TRUSTEE, and all persons having
or claiming by, through, under, or against any of
the above parties and all parties having any right,
title or interest in the subject property.

JUN 29 1999
CLERK CIRCUIT COURT
BY _____ D.C.

Defendants.

NOTICE OF FILING ASSIGNMENT OF CERTIFICATE OF SALE AND RIGHT TO
RECEIVE CERTIFICATE OF TITLE

YOU ARE NOTIFIED that the original Assignment of Certificate of Sale and Right to
Receive Certificate of Title has been filed with the Clerk of Courts this 28th day of June, 1999.

Respectfully submitted,

GRANT, FRIDKIN & PEARSON, P.A.

BY:


Jeffrey D. Fridkin
Florida Bar No. 0490245
D. Keith Wickenden
Florida Bar No. 0897280
Pelican Bay Corporate Centre
5551 Ridgewood Drive, Suite 501
Naples, Florida 33963
(941) 514-1000
(941) 514-0377 (fax)
Attorneys for Northern Trust Bank of Florida

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

NORTHERN TRUST BANK OF FLORIDA, N.A.
a National Banking Association

Plaintiff,

v.

BONITA COUNTRY CLUB UTILITIES, INC.
a Florida Corporation, THOMAS HEIDKAMP,
CHAPTER 7, TRUSTEE, and all persons having
or claiming by, through, under, or against any of
the above parties and all parties having any right,
title or interest in the subject property.

Defendants.

Documentary Tax Pd. \$ 7.00
Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
Cindy Keller, Deputy Clerk

4677258

CASE NO.98-6169-CA-WCM

OR3146 P62203

FILED LEE CO, FLORIDA
CLERK OF COURTS
09 JUL 14 PM 2:05
Cindy Keller
D.C.

CERTIFICATE OF TITLE

The undersigned, CHARLIE GREEN, Clerk of the Circuit Court, certified that he executed and filed a Certificate of Sale in this action on May 13, 1999, for the property described herein, and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Lee County, Florida:

TRACT "A"
(Fee Simple Title)
(PART OF BONITA SPRINGS COUNTRY CLUB UNIT 2, LOT 1)

A PARCEL OF LAND, BEING PART OF LOT 1 OF BONITA SPRINGS COUNTRY CLUB UNIT 2, ACCORDING TO PLAT BOOK 30, PAGE 132 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 47S, RANGE 25E AND LOT 1, PER THE RECORDED PLAT OF BONITA SPRINGS COUNTRY CLUB UNIT 2;
THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF SAID LOT 1, N 00°46'57" E A DISTANCE OF 502.35 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG THE WEST SIDE OF LOT 1 N 00°46'57" E A DISTANCE OF 164.19 FEET;
THENCE N 88°03'31" E A DISTANCE OF 674.93 FEET;
THENCE S 00°44'16" W A DISTANCE OF 164.18 FEET;

RECORDED BY
CINDY KELLER, D.C.

THENCE S 88°03'31" W A DISTANCE OF 675.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.541 ACRES OF LAND MORE OR LESS.

SUBJECT TO THE EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT "B"

(Leasehold Estate)

(PART OF BONITA SPRINGS COUNTRY CLUB UNIT 2, LOT 1)

A PARCEL OF LAND, BEING PART OF LOT 1 OF BONITA SPRINGS COUNTRY CLUB UNIT 2,

ACCORDING TO PLAT BOOK 30, PAGE 132 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 47S, RANGE 25 E AND LOT 1, PER THE RECORDED PLAT OF BONITA SPRINGS COUNTRY CLUB UNIT 2; THENCE EASTERLY ALONG THE SOUTH PROPERTY LINE OF SAID LOT 1 N 87°29'57" E A DISTANCE OF 440.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE SOUTH LINE OF LOT 1 N 87°29'57" E A DISTANCE OF 235.38 FEET;

THENCE N 00°44'16" E A DISTANCE OF 495.73 FEET;

THENCE S 88°03'31" W A DISTANCE OF 235.26 FEET;

THENCE S 00°44'16" W A DISTANCE OF 498.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.681 ACRES OF LAND MORE OR LESS.

SUBJECT TO THE EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH ALL OF THE LEASEHOLD INTEREST IN AND TO THAT CERTAIN LEASE, DATED NOVEMBER 9, 1995, OF THE REAL PROPERTY DESCRIBED ABOVE AS TRACT B, WHICH LEASE HAS BEEN EXECUTED BY BONITA COUNTRY CLUB UTILITIES AS THE LESSEE AND BY PLATNIUM COAST FINANCIAL CORP., A FLORIDA CORPORATION AS LESSOR;

TRACT "A" AND TRACT "B" WILL BE HEREINAFTER REFERRED TO AS THE "PREMISES" OR "PROPERTY".

TOGETHER WITH ANY AND ALL BUILDINGS AND OTHER IMPROVEMENTS, AND ALL FIXTURES IN OR ON SUCH BUILDINGS AND OTHER IMPROVEMENTS, NOW OR HEREAFTER SITUATED ON THE PROPERTY AND ALL ADDITIONS THERETO AND ALL RENEWALS, REPLACEMENTS AND REPLENISHMENTS THEREOF, INCLUDING ALL PERSONAL PROPERTY, THE HEATING AND AIR CONDITIONING UNITS, EQUIPMENT, MACHINERY, DUCTS AND CONDUITS, WHETHER DETACHABLE OR NOT, NOW OR HEREAFTER LOCATED IN AND ABOUT THE PROPERTY AND ALL ADDITIONS THERETO AND ALL RENEWALS, REPLACEMENTS AND REPLENISHMENTS THEREOF, AND PERSONAL PROPERTY NOW OR HEREAFTER LOCATED THEREON; AND

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE THEREUNTO

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APPERTAINING, INCLUDING RIPARIAN AND/OR LITTORAL RIGHTS, ALL PERMITS AND LICENSES FOR MAINTAINING AND USING THE PREMISES, ANY EASEMENTS BENEFITING OR SERVING THE PROPERTY, ANY REVERSIONARY INTEREST IN ANY ROADS OR STREETS, AND ANY RIGHTS IN ANY EASEMENTS BENEFITING AND SERVING THE PROPERTY OR ANY PORTIONS THEREOF, AND THE RENTS, ISSUES AND PROFITS THEREOF, AND ALSO ALL THE ESTATE, RIGHT, TITLE, INTEREST AND ALL CLAIM AND DEMAND WHATSOEVER, AS WELL IN LAW AS IN EQUITY, OF BONITA COUNTRY CLUB UTILITIES, INC. IN AND TO THE SAME, INCLUDING, BUT NOT LIMITED TO, ALL RENTS, ISSUES, PROFITS, REVENUES, ROYALTIES, RIGHTS AND BENEFITS DERIVED FROM THE PREMISES FROM TIME TO TIME ACCRUING, WHETHER NOW EXISTING OR HEREAFTER CREATED, RESERVING TO BONITA COUNTRY CLUB UTILITIES, INC.

TOGETHER WITH ANY AND ALL IMPROVEMENTS (COLLECTIVELY THE "IMPROVEMENTS") NOW OR HEREAFTER ATTACHED TO OR PLACED, ERECTED, CONSTRUCTED OR DEVELOPED ON THE REAL PROPERTY ("PROPERTY"); (B) ALL FIXTURES, FURNISHINGS, EQUIPMENT, INVENTORY, AND OTHER ARTICLES OF PERSONAL PROPERTY (COLLECTIVELY THE "PERSONAL PROPERTY") THAT ARE NOW OR HEREAFTER ATTACHED TO OR USED IN OR ABOUT THE IMPROVEMENTS OR THAT ARE NECESSARY OR USEFUL FOR THE COMPLETE AND COMFORTABLE USE AND OCCUPANCY OF THE IMPROVEMENTS FOR THE PURPOSES FOR WHICH THEY WERE OR ARE TO BE ATTACHED, PLACED, ERECTED, CONSTRUCTED OR DEVELOPED, OR THAT ARE OR MAY BE USED IN OR RELATED TO THE PLANNING, DEVELOPMENT, FINANCING OR OPERATION OF THE IMPROVEMENTS, AND ALL RENEWALS OF OR REPLACEMENTS OR SUBSTITUTIONS FOR ANY OF THE FOREGOING, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO THE IMPROVEMENTS OR THE PROPERTY; (C) ALL WATER AND WATER RIGHTS, TIMBER, CROPS, AND MINERAL INTERESTS PERTAINING TO THE PROPERTY; (D) ALL BUILDING MATERIALS AND EQUIPMENT NOW OR HEREAFTER DELIVERED TO AND INTENDED TO BE INSTALLED IN OR ON THE IMPROVEMENTS OR THE PROPERTY; (E) ALL PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS; (F) ALL CONTRACTS RELATING TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (G) ALL DEPOSITS (INCLUDING, WITHOUT LIMITATION, TENANTS' AND PURCHASERS' SECURITY DEPOSITS), BANK ACCOUNTS, FUNDS, DOCUMENTS, CONTRACT RIGHTS, ACCOUNTS, ACCOUNTS RECEIVABLE, COMMITMENTS, CONSTRUCTION AGREEMENTS, ARCHITECTURAL AGREEMENTS, GENERAL INTANGIBLES (INCLUDING, WITHOUT LIMITATION, TRADEMARKS, TRADE NAMES AND SYMBOLS), INSTRUMENTS, NOTES AND CHATTEL PAPER ARISING FROM OR BY VIRTUE OF ANY TRANSACTIONS RELATED TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (H) ALL PERMITS, LICENSES, FRANCHISES, CERTIFICATES, AND OTHER RIGHTS AND PRIVILEGES OBTAINED IN CONNECTION WITH THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (I) ALL PROCEEDS ARISING FROM OR BY VIRTUE OF THE SALE, LEASE OR OTHER DISPOSITION OF THE PROPERTY, THE IMPROVEMENTS, THE PERSONAL PROPERTY OR ANY PORTION THEREOF OR

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INTEREST THEREIN; (J) ALL PROCEEDS, IF ANY, (INCLUDING, WITHOUT LIMITATION, PREMIUM REFUNDS) OF EACH POLICY OF INSURANCE RELATING TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (K) ALL PROCEEDS, IF ANY, FROM THE TAKING OF ANY OF THE PROPERTY, THE IMPROVEMENTS, THE PERSONAL PROPERTY OR ANY RIGHTS APPURTENANT THERETO BY RIGHT OF EMINENT DOMAIN OR BY PRIVATE OR OTHER PURCHASE IN LIEU THEREOF (INCLUDING, WITHOUT LIMITATION, CHANGE OF GRADE OF STREETS, CURB CUTS OR OTHER RIGHTS OF ACCESS), FOR ANY PUBLIC OR QUASI PUBLIC USE UNDER ANY LAW; (L) ALL RIGHT, TITLE AND INTEREST OF BONITA COUNTRY CLUB UTILITIES, INC. IN AND TO ALL STREETS, ROADS, PUBLIC PLACES, EASEMENTS AND RIGHTS-OF-WAY, EXISTING OR PROPOSED, PUBLIC OR PRIVATE, ADJACENT TO OR USED IN CONNECTION WITH, BELONGING OR PERTAINING TO THE PROPERTY, (M) ALL OF THE LEASES, LICENSES, OCCUPANCY AGREEMENTS, RENTS (INCLUDING WITHOUT LIMITATION, ROOM RENTS), ROYALTIES, BONUSES, ISSUES, PROFITS, REVENUES OR OTHER BENEFITS OF THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, CASH OR SECURITIES DEPOSITED PURSUANT TO LEASES TO SECURE PERFORMANCE BY THE LESSEES OF THEIR OBLIGATIONS THEREUNDER; (N) ALL CONSUMER GOODS LOCATED IN, ON OR ABOUT THE PROPERTY OR THE IMPROVEMENTS OR USED IN CONNECTION WITH THE USE OR OPERATION THEREOF; (O) ALL RIGHTS, HEREDITAMENTS AND APPURTENANCES PERTAINING TO THE FOREGOING; AND (P) OTHER INTERESTS OF EVERY KIND AND CHARACTER THAT BONITA COUNTRY CLUB UTILITIES, INC. NOW HAS OR AT ANY TIME HEREAFTER ACQUIRES IN AND TO THE PROPERTY, IMPROVEMENTS, AND PERSONAL PROPERTY DESCRIBED HEREIN AND ALL PROPERTY THAT IS USED OR USEFUL IN CONNECTION THEREWITH, INCLUDING RIGHTS OF INGRESS AND EGRESS AND ALL REVERSIONARY RIGHTS OR INTERESTS OF BONITA COUNTRY CLUB UTILITIES, INC. WITH RESPECT THERETO.



was sold to:

REALNOR HALLANDALE INC
700 BRICKELL AVENUE MIAMI FL 33131

CHARLIE GREEN, CLERK
LEE COUNTY, FL
1999 JUL 16 PM12:35

WITNESS my hand and the seal of this Court on 14 day of JULY, 1999.

COPIES SENT TO
JEFFREY D FRIDKIN ESQ
MICHAEL MICELLI ESQ
MICHAEL BRUNDAGE ESQ

CHARLIE GREEN, CLERK CIRCUIT COURT

BY: mschiffert

CHARLIE GREEN
Clerk of the Circuit Court

By: mschiffert
Deputy Clerk

MANAGEMENT & REGULATORY CONSULTANTS, INC.
 SCHEDULE OF SERVICES PROVIDED TO
 REALNOR HALLANDALE (NORTHERN TRUST BANK)

Month	Consultant	Purpose	Service	Hours	Fees	Expenses	Total
Apr-99	Frank Seidman	Consulting re Appraisal of Utility for purposes of foreclosure.	Foreclosure	48.00	4,560.00	175.95	4,735.95
May-99	Frank Seidman	Consulting re Appraisal of Utility for purposes of foreclosure.	Foreclosure	5.50	380.00	215.19	595.19
May-99	Frank Seidman	On-site tour & document request for purposes of certificate transfer application.	Transfer	5.50	380.00	215.19	595.19
Jun-99	Frank Seidman	Consulting re Management Proposals for purposes of certificate transfer application.	Transfer	16.50	1,567.50	176.26	1,743.76
Jun-99	Frank Seidman	Consulting re Utility sale options for purposes of foreclosure.	Foreclosure	9.00	855.00	96.14	951.14
Jul-99	Frank Seidman	Consulting re Management Proposals, certificate application for purposes of certificate transfer application.	Transfer	23.58	2,240.10	64.60	2,304.70
Jul-99	Frank Seidman	Consulting re Appraisal of Utility for purposes of foreclosure.	Foreclosure	3.00	285.00	69.65	354.65
Aug-99	Frank Seidman	Consulting re certificate application, repairs proposals, for purposes of certificate transfer application.	Transfer	15.25	1,448.75	24.84	1,473.59
Sep-99	Frank Seidman	Consulting re certificate application audit, repair proposals, for purpose of certificate transfer application.	Transfer	5.50	522.50	26.55	549.05
Oct-99	Frank Seidman	Consulting re PSC, DEP inquiries, BCCU costs, for purposes of certificate transfer application.	Transfer	8.50	807.50	0.00	807.50
Nov-99	Frank Seidman	Consulting re PSC Staff audit, allocation of BCCU expenses, for purposes of certificate transfer application.	Transfer	7.50	712.50	0.00	712.50
Dec-99	Frank Seidman	Consulting re PSC Issues conference, developer agreements, for purposes of certificate transfer application.	Transfer	6.00	570.00	0.00	570.00
Jan-00	Frank Seidman	Consulting re PSC Staff recommendation and agenda conference, for purposes of certificate transfer application.	Transfer	2.00	190.00	0.00	190.00
		Subtotal	Foreclosure	65.50	6,080.00	556.93	6,636.93
		Subtotal	Transfer	90.33	8,438.85	507.44	8,946.29
		Total		155.83	14,518.85	1,064.37	15,583.22