

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR RE:
ADVISORY OPINION -
SHORE V. WALL, ET AL.

Supreme Court Case
No. SC17-1510

VERIFIED RESPONSE TO PROPOSED ADVISORY OPINION

JUPITER ASSET RECOVERY, LLC, and JEFFREY PAINE, interested parties, by and through their undersigned counsel, file this Verified Response to the Proposed Advisory Opinion and state:

Background

1. Jupiter Asset Recovery, LLC and Jeffrey Paine (hereinafter collectively referred to as “Jupiter”) are the real parties in interest in the underlying litigation (*Shore v. Wall*) and the proposed advisory opinion directly affects their business model (and potentially the surplus recovery industry as a whole).

2. Jupiter was formed in March of 2009 and is proud to maintain an A+ rating from the Better Business Bureau. They are headquartered in West Palm Beach, Florida, but conduct business throughout the state of Florida and have helped individuals from all around the world.

3. Jupiter, as is denoted in its full name, is an asset recovery company. They research property records and government web sites to determine if monies could be due a third party from government-imposed tax deed sales. Former property owners

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whose property was sold at a government auction, due to non-payment of taxes may be due a balance from the sale of their property after the payment of those delinquent taxes. Jupiter locates surplus funds and then enters into a contract with the owners of that claim, receives an assignment of the claim and then recovers the surplus monies pursuant to the agreement. Depending on the nature of the claim, Jupiter, who through the aforementioned assignment is now the record owner of that surplus, will attempt to recover the funds by filing a claim with the particular county at issue. Often Jupiter employs legal counsel to represent Jupiter to assist in the recovery of these surplus funds and always retains legal counsel for court proceedings.

The Transaction

4. In January of 2014, through its normal business practices Jupiter located a potential claim to surplus tax proceeds and initiated contact with the owner of this potential claim, James Wall. During this initial contact, Jupiter introduced itself and requested a full assignment of the potential claim and explained how Mr. Wall would be compensated for that assignment of claim.

5. As Mr. Wall expressed an agreement to enter into this assignment, Jupiter caused a notary public to appear at Mr. Wall's residence to execute two documents.¹

¹ All the documents referenced herein are already included in the record by The Florida Bar but in order to make quicker reference to them they are attached hereto and labeled in the same manner as they were originally submitted to The Florida Bar by Mr. Wall.

The first document was an Agreement (See Exhibit A)² and in such agreement Wall agreed to “sell, transfer and convey to” Jupiter all of his “right, title and interest” in the surplus tax proceeds at issue and agreed that the compensation for such assignment would be a 40 percent share of any funds actually received. This agreement was signed by Mr. Wall, in the presence of a notary, on January 10, 2014.

6. Also on January 10, 2014, Mr. Wall executed a second document, before a notary, referenced as an Absolute Assignment of Interest in Tax Deed Surplus Proceeds (See Exhibit B) which includes further acknowledgement of the full legal assignment of the claim to Jupiter. Any claim that Mr. Wall did not understand that he had assigned all his interest in the tax surplus claim is disingenuous at best.

7. In his complaint to the Bar (included in the record starting at page 1 of the materials supplied to this Court by the Bar) Mr. Wall admits to entering into the written agreement set forth as Exhibit A to the complaint on or about January 10, 2014, as well as the Assignment (Exhibit B to the complaint) of the claim dated the same day.

8. After execution of the Agreement, Jupiter began the process of collecting the surplus funds at issue and filed a January 16, 2014 claim in their own name with the Manatee County Clerk of Courts. (See Exhibit C.) Please note that the claim is

² The Bar asserts that some of the language of the Agreement and the Assignment, when read together, could create a misapprehension about the totality of the agreement. Without conceding this point, Jupiter has used Wall’s grievance and related proceedings to revise these two documents to avoid any such claim in the future.

made by way of a letter to the County Clerk's Office and that it included a copy of the assignment and Proof of Claim for Payment indicating that the beneficial owner of the claim was now Jupiter, through said assignment.

9. Shortly after the January 16, 2014 claim was submitted to the Clerk, it was discovered that notwithstanding the full assignment of the above claim, Mr. Wall was also trying to recover the surplus funds, on his own behalf, without any notice to Jupiter that he was breaching the Agreement referenced above and without regard to the fact that he had executed a full assignment of his interests in said proceeds. According to the agreement with Jupiter, Mr. Wall should have notified Jupiter that he was attempting to resolve these issues on his own. Mr. Wall breached his agreement with Jupiter by failing to respond to numerous phone calls and by taking matters in his own hands, after agreeing to allow Jupiter to handle the entire matter. Mr. Wall attempted to secure all of the surplus funds at issue. This was done without notice to Jupiter and we believe in an attempt to deceptively defeat Jupiter's assignment.

10. Mr. Wall's actions caused an interpleader to be filed by the Clerk in that it appeared that there were conflicting claims to the surplus funds. It is this interpleader action that is the backdrop for this dispute. Jupiter is represented in the interpleader action by a member of The Florida Bar and was so represented since the inception of the interpleader action.

11. Mr. Wall retained counsel and his lawyer set forth a variety of legal positions in the hope that he could defeat Jupiter's legal claims to the funds at issue.³ One such claim made by Mr. Wall was an argument that Jupiter and Mr. Paine were engaged in the unlicensed practice of law. Several attempts to bring this incorrect legal argument to conclusion were attempted in the litigation. However, the trial judge, after several hearings, deferred ruling on the issue by directing Mr. Wall, through counsel, to secure a "determination by the Florida Supreme Court as to whether Jupiter's conduct was the unlicensed practice of law." See March 25, 2015 Order attached to the Wall complaint as Exhibit F, which stayed the litigation but only after Mr. Wall received the funds he was due from the surplus funds. It appears that the only issue that needs to be resolved in the underlying litigation is whether the Assignment and the Agreement are enforceable and who is entitled to the remaining funds held in the registry.

12. At page ten (10) of the Proposed Advisory Opinion the Bar notes that the Standing Committee took as true, those facts alleged in the initial UPL grievance filed

³ The Bar asserts that, due to the Assignment and the Agreement, Jupiter represented Mr. Wall in the interpleader. While disputing the Bar's argument it should be noted that Jupiter, a corporation, was represented by counsel in the interpleader action and that even if the Bar is correct, Mr. Wall's interests in a recovery was represented by a Florida lawyer.

in this matter,⁴ some of which have been actively disputed by Jupiter as to their accuracy and/or veracity.

13. It should also be noted that the Petition talks in terms of “testimony” being presented to the Standing Committee. The January 26, 2017, hearing transcript, attached to the Petition, at page 46, reveals that the only person who gave sworn testimony was the principal of Jupiter, Mr. Paine, and that the other unsworn presentations were made by counsel for the respective parties.

14. The Bar, in its closing paragraph of their Petition and in their Response to the Request for the appointment of a Referee acknowledge that the true nature of the facts will be determined by the trial judge, who will act with the guidance of this Court in its Opinion on the legal arguments advanced concerning the proper methodology for an Asset Recovery company to avoid an allegation that they are engaged in the

4 There is a claim made that Mr. Paine, the principal of Jupiter held himself out as a lawyer. This claim is without merit. During, the grievance committee review of this matter, Jupiter explained that the only advertising placed by Jupiter and/or Mr. Paine is the Jupiter web site found at jupiterassetrecovery.com. Unfortunately, individuals unknown to Jupiter have previously created a variety of postings about Jupiter and Mr. Paine on Facebook, LinkedIn, Twitter, and other locations and cites. This occurred in 2013 and none of this was done at Jupiter or Mr. Paine’s direction and they have taken steps to take this unauthorized information down from the internet. Mr. Paine has no internet posting or other advertisement, originated by him personally or through Jupiter, that states that he is a lawyer or is offering any type of legal services. If the Court is concerned that there was a holding out that is a factual matter that is best left to a trier of fact – the trial judge or a Referee appointed by this Court to make such a determination. Additionally, affidavits were provided to the Bar by Jupiter on these

unlicensed practice of law. We agree that a trial judge is in the best position to gage the credibility of witnesses and to make the ultimate factual determination on the validity of the assignment herein.

Legal Argument

15. Jupiter agrees with the general proposition advanced by the Bar that a nonlawyer company cannot act in a representative capacity for an individual who has a surplus tax claim. However, that is not the end of the inquiry, as the Bar has incorrectly asserted that Jupiter acts in a representative capacity, rather than, as Jupiter will prove, acting on their own behalf after having secured a binding assignment of rights to a potential claim.

16. At issue herein is the claim that Jupiter engaged in the unlicensed practice of law due to the Bar's belief, without any legal support, that the assignment, to Jupiter, of a claim to surplus funds was not a valid or full assignment of the interest to said surplus funds, since the consideration for the assignment was to be paid in the future if there was a recovery. For all of the reasons set forth below there is a valid assignment of interest and therefore Jupiter was not acting in a representative capacity and did not engage in the unlicensed practice of law.

issues and there is nothing else in this record other than Mr. Wall's unsupported allegations.

A. Statutory Provision

17. The statutory framework for tax surplus deeds and recovery of any surplus from that process is found at Fla. Stat. §197.102, et. seq. In particular, Fla. Stat. §197.582 discusses the provisions for the disbursement of tax deed sale proceeds.

18. Global Discovery's Brief at pages 2 through 9, provides a detailed analysis of the process relative to collecting funds and Jupiter concurs in that analysis.

19. There does not appear to be any provision in the statutes that allows a nonlawyer or nonlawyer entity to act in a representative capacity in representing a claim holder, as might be found in other statutory provisions related to different surplus recovery situation.⁵ However, if a nonlawyer purchases an assignment of the interest in a tax deed surplus, the actions taken to collect said surplus by the nonlawyer are on their own behalf and therefore would not be the unlicensed practice of law.

B. Assignments

20. An assignment of an interest in a *res* is the transfer of all rights and interest to that *res*. See for example *Lauren Kyle Holdings, Inc. v. Heath-Petersen Construction*, 864 So. 2d 55 (Fla. 5th DCA 2004).

⁵ See for example, Fla. Stat. §45.033(3) [surplus foreclosure funds]; Fla. Stat. §717.135 [unclaimed property held by the state].

21. The validity of assignments for a tax deed surplus was squarely at issue in *Muntzing v. Global Discoveries, Ltd., LLC*, 112 So. 3d 690, 691 (5th DCA 2013)⁶ and where the 5th District Court of Appeal noted as follows:

By submitting evidence that it was the assignee of the senior mortgagee and that it had submitted a statement of claim to the Clerk, Global established its entitlement to the excess proceeds as a matter of law. *See* §§ 197.502(4), 197.522(1)(a), 197.582(2), Fla. Stat. (2012); Fla. Admin.Code R. 12D–13.065(3) (“Any valid lien in the property is entitled to payment before any payment is made to the titleholder of record.”); Fla. Admin. Code R. 12D–13.065(4) (providing that party seeking distribution of excess proceeds must submit notarized statement of claim to the Clerk of the Court, setting forth “the particulars of [the] lien, and the amounts currently due....”); Fla. Admin. Code R. 12D–13.065(6) (providing statements of claim are to be paid according to priorities of recordation). Accordingly, we affirm.

22. The assignment used by Jupiter is a full assignment of the original owner’s interest to the tax fund surplus. Upon execution of the assignment, Jupiter is vested as the owner of the interest in the tax surplus and has the legal right to proceed to collect same or not to collect same. The previous owner has no legal ability to take action to recover the surplus or to force Jupiter to take any action whatsoever, except to pay for said assignment.

⁶ *Muntzing* also addresses the Bar’s “belief” without any precedential support, that the Agreement should also be filed when making a claim. Putting aside the fact that the statute does not make that requirement, *Muntzing* stands for the proposition that all one need do is submit a valid assignment and no other supporting documentation. *Id.*

23. The Florida Attorney General's Office provides guidance in this regards also. In Fla. AGO 84-59, 1984 WL 182507, there is a discussion, among other things, on the assignment issue at "Question Four". In particular the Opinion letter explains that ". . . if a noninterested third party has been given a legal assignment, payment of a claim under § 197.291(2), F.S., may be made to the assignee based on the priority of such claim." Thus, tax surplus fund claims are clearly assignable and payment to assignees are proper.

24. The Bar seems to argue that since, under Jupiter's Agreement, the original owner is compensated at a later date that there is no valid assignment. Most respectfully, if Jupiter recovers the funds (or does not recover funds), does not change the fact that there was a valid assignment. While there does not seem to be precedent exactly on point (as was conceded by the Bar in its Petition), guidance is supplied by the U.S. Supreme Court Opinion *Boesch v. Graff*, 10 S.Ct. 378 (US 1890). The facts of *Boesch* indicate that there was an assignment of an interest to a patent and that the very next day the consideration for same was changed to payments in the future. The *Boesch* Court found that the consideration to make payment in the future did not make an executory contract but instead specifically found that there was an absolute and enforceable assignment. The Assignment used by Jupiter fits squarely under this scenario. There is an absolute assignment upon the execution of the Assignment and the fact that the consideration for same comes in the future does not change this fact.

Conclusion

25. Global Discoveries Limited, in their Brief sets forth a careful analysis of how a nonlawyer can be involved in the collection of the raw data from the public records and then with a valid assignment can seek a recovery of the surplus funds. Jupiter would adopt those arguments herein to the extent not already referenced.

26. As was noted at the outset, Jupiter agrees with the general proposition that, in order not to be engaged in the unlicensed practice of law, that a nonlawyer entity seeking a recovery of tax surplus funds that were not originally owned by that particular nonlawyer, that said nonlawyer must secure a full and complete assignment of the prior owner's legal interest in such claim.

27. To the extent that the Bar challenges the efficacy of the Agreement and the Assignment used by Jupiter, that question should be presented to a trier of fact – a trial judge or a Referee. It appears that the Bar is in full agreement with this point and stated as much in Response to the Motion to Appoint a Referee where they noted:

The appointment of a referee is unnecessary because the court in the underlying Manatee County interpleader action, *Shore v. Wall* (which was stayed pending the issuance of the advisory opinion), will sit as the trier of fact. If this Court approves the formal advisory opinion, then the lower court will have the unlicensed practice of law guidance it needs once it has determined the facts.

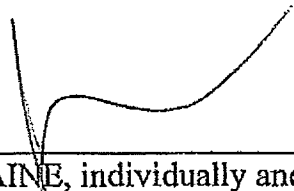
28. Jupiter respectfully submits that there was a valid assignment of Wall's legal ownership of the claim at issue and that at all times that Jupiter acted on their

own ownership interest in such claim and used a member of The Florida Bar, as they always do, to represent their interests once the matter proceeded to litigation. Lastly, Jupiter and Mr. Paine do not hold themselves out as a member of the Bar or that they have the ability to render legal advice to the public and firmly believe that their company, and others like them, provide a quality ethical service to the public.

WHEREFORE, JUPITER ASSET RECOVERY, LLC, and JEFFREY PAINE, interested parties, respectfully requests that any Advisory Opinion issued by this Court states that a nonlawyer entity, who has a valid assignment of interest, may pursue a recovery of a tax deed surplus previously owned by a third party and that the validity of such an assignment is best left for resolution by a trial court and for such other relief the Court deems reasonable and just.

Verification

The undersigned, under penalty of perjury, verifies that the above referenced information is true, correct and complete.



JEFFREY PAINE, individually and on behalf
of JUPITER ASSET RECOVERY, LLC,

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true copy of the foregoing has been furnished by electronic mail only to: Jeffrey T. Picker, Esq., William Spillias, Esq., Bar Counsel,

The Florida Bar, 651 East Jefferson, Tallahassee, FL 32399 [jpicker@flabar.org; upl@flabar.org]; Amy L. Dilday, Esq., McCumber, Daniels, et al., Attorneys for Global Discoveries, Ltd., LLC, [adilday@mccumberdaniels.com; lboucos@mccumberdanielspa.com; eservice@mccumberdaniels.com]and via US Mail to James M. Wall, 501 General Harris Street, Longboat Key, FL, 34228, on this 6th day of November 2017.

Respectfully submitted,

RICHARDSON & TYNAN, P.L.C.
Attorneys for Jupiter Asset Recovery, LLC
and Jeffrey Paine
8142 North University Drive
Tamarac, FL 33321
954-721-7300
ktynan@rtlawoffice.com
mcrowley@rtlawofifce.com

By: 

KEVIN P. TYNAN, ESQ.
TFB No. 710822

EXHIBIT A

- AGREEMENT -

THIS AGREEMENT, entered into this 10th day of January, 2014, between Jupiter Asset Recovery, LLC of 5642 Corporate Way, West Palm Beach, FL 33407, (JUPITER), and James M. Wall (SELLER), whose address is 501 General Harris Street, Longboat Key, FL 34228

TAX DEED #: 2013-000313TD

PROPERTY DESCRIPTION: 8607 W. Cortex Road, Bradenton, FL 34210

Both parties agree as follows:

Seller hereby agrees to sell, transfer and convey to Jupiter Asset Recovery, LLC all of right, title and interest in and to the surplus monies being held by the County for the above-mentioned real property.

The parties further agree that Jupiter Asset Recovery, LLC intends to file all necessary documents in order to recover any and all monies available as a result of the tax deed sale of the real property. Jupiter Asset Recovery, LLC is aware that there is no guarantee that its efforts shall be successful. However, in the event that the company is able to recover some or all of said funds, it shall pay a portion to Seller. Said portion shall amount to 60% of all funds recovered.

Any and all expenses connected with acquiring surplus funds will be the exclusive obligation of JUPITER. Under no circumstances will SELLERS be liable for any payment, whatsoever.

SELLER agrees to fully cooperate with JUPITER and take no action that will interfere with JUPITER's efforts to collect funds. Seller agrees to execute all documents necessary for JUPITER to complete its effort at recovery.

JUPITER agrees to include, with any disbursement, a copy of the check from the Clerk of Court.

JUPITER shall make every effort to obtain any funds available through the Clerk of Court; however no guarantee of any kind is express or implied.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day.

WITNESSES:

Sandra Wall
Sandra Wall
Print Name

[Signature]
Special Agent
PRINT NAME

SELLER:

[Signature]
James M. Wall

ACCEPTED FOR: Jupiter Asset Recovery, LLC

[Signature]

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2014, by James M. Wall, who [] are personally known to me, or [] who produced [Signature] as identification,



[Signature]
NOTARY PUBLIC
PRINT NAME:

L'd



~~EXHIBIT A~~

ABSOLUTE ASSIGNMENT OF INTEREST IN TAX DEED SURPLUS PROCEEDS

County: Manatee Tax Deed No: 2013-000313TD Sale Date: 1/6/2014 Surplus: \$239,580.26

THIS AGREEMENT, made and entered into this 10th day of January, 2014, between James M. Wall, Owner ("Assignor"), whose address is 501 General Harris Street, Longboat Key, FL 34228, and Jupiter Asset Recovery, LLC, or assigns ("Assignee"), whose address is 5642 Corporate Way, West Palm Beach, FL 33407, for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Assignor acknowledges that he is the former owner named in the above-styled tax deed case, and he has not transferred, assigned or otherwise relinquished any remainder interest in or to the proceeds of said sale. Assignor has been informed by Assignee that Surplus Funds in the *approximate* amount of \$239,580.26 may be due and owing to Assignor; and may be available for disbursement from the Clerk of Court in Manatee County, Florida, as the result of the captioned Tax Deed Sale.
2. Assignor hereby grants, bargains, sells and assigns, fully and irrevocably, to Assignee, Jupiter Asset Recovery, LLC, or assigns, any and all right, title and interest in and to all such surplus funds currently held by the Registry of the Court, as may be due from the above-referenced case.
3. Both Parties enter into this Agreement intending to be legally bound thereby. This Agreement is complete, in and of itself, representing the entire agreement between all Parties hereto, and may not be altered or amended except in writing.

ASSIGNOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREES TO PROMPTLY CO-OPERATE WITH ASSIGNEE BY PROVIDING ANY ADDITIONAL DOCUMENTATION OR INFORMATION REQUESTED, OR BY EXECUTING ANY AND ALL ADDITIONAL PAPERWORK ASSIGNEE DEEMS NECESSARY IN CONJUNCTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this day and date.

Signed, sealed and delivered in our presence:

WITNESSES:

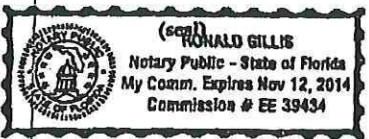
Sandra Wall
Sandra Wall
Print Name

[Signature]
Print Name

ASSIGNOR:
[Signature]
James M. Wall

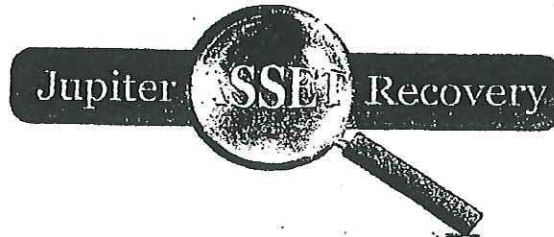
STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2014, by James M. Wall, who [] is personally known to me or [x] who has produced _____ as identification.



[Signature]
NOTARY PUBLIC
PRINT NAME

COMPOSIT EXHIBIT "C"



January 16, 2014

FILED FOR RECORD
R. B. SHORE

2014 JAN 22 AM 8:00

CLERK OF THE CIRCUIT COURT
MANATEE CO. FLORIDA

Manatee County Clerk of Courts
1115 Manatee Avenue West
PO Box 25400
Bradenton, FL 34206
ATTN: TAX DEED DEPT.

RE: Tax Deed # 2013-000313TD

Dear Tax Deed Dept:

Please find enclosed the following for the above-mentioned for Tax Deed surplus funds after sale, which took place on January 6, 2014:

- Assignment signed by James Wall, the former owner of record.
- Photo identification of James Wall.
- Proof of Claim Form
- Photo identification of Jeffrey Paine, Managing Manager of Jupiter Asset Recovery.
- W9 form

Thank you for your kind consideration in this matter.

Very Truly Yours,

Jeffrey Paine

5642 Corporate Way, West Palm Beach, FL, 33407 Phone: 866-776-2859 Fax No. 561-223-2069
www.jupiterassetrecovery.com



PROOF OF CLAIM FOR PAYMENT

County: Manatee Tax Deed No: 2013-000313TD Sale Date: 1/6/2014 Surplus: \$239,580.26

On this 16 day of January, 2014 before me, Diane Smith (notary)
Personally appeared Jeffrey Paine, Managing Member of Jupiter Asset Recovery, LLC.

Property owner / Claimant

I. He is the:

- Former owner _____
- Mortgage Holder _____
- Surviving Spouse _____
- Heir _____
- Court Appointed Administrator _____
- Attorney for Estate _____
- Lien Holder _____
- Other Party Assignee for the Beneficiary (or Owner)

Legal Description of Property

THAT PART OF THE N1/2 OF BLK 73, SPENCER AMENDED PLAT OF CORTEZ ADD DESC AS FOLLOWS: BEG AT A PT FOUND BY MEASURING N LN OF SD SEC 12, A DIST OF 215 FT, TH S A DIST OF 60 FT TO THE S RW ON OF SR 684 TO THE ABOVE MENTIONED POB, TH CONT S & PARALLEL TO THE E LN OF SD SEC 12, A DIST OF 227 FT, TH S 89 DEG 52 MIN E & PARALLEL TO THE N LN OF SD SEC 12, A DIST OF 200 FT, TH N & PARALLEL TO THE E LN OF SD SEC 12, A DIST OF 231.58 FT TO THE ABOVE MENTIONED SLY RW LN OF SR 684, TH WLY ALG S RW LN A DIST OF 200 FT, M/L TO THE AFORESAID POB, (OR 269 P 145), SUBJ TO EASMT IN OR 765 P 616, LESS: RD RW IN OR 1382 P 3315 DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE SLY EXISTING RW LN OF STATE RD 684 (PER SECTION 1304-201) & THE WLY EXISTING RW LN OF 88TH ST W ALSO BEING THE E LN OF SD LOT 73; TH S 00 DEG 24 MIN 30 SEC W, ALG SD EXISTING RW LN 60 FT; TH DEPARTING SD EXISTING WLY RW LN N 89 DEG 35 MIN 30 SEC W, 13 FT; TH N 00 DEG 24 MIN 30 SEC E, 38 FT; TH N 29 DEG 05 MIN 21 SEC W, 24.34 FT TO SD SLY EXISTING RW LN OF SR 684 AND THE BEG OF A CURVE CONCAVED NLY; TH ALG THE ARC OF SD CURVE HAVING A RADIUS OF 7689.44 FT, A CIA OF 00 DEG 11 MIN 11 SEC THE CHORD FOR WHICH BEARS N 88 DEG 32 MIN 56 SEC E A DIST OF 25 FT TO THE END OF SD CURVE AND THE POB LESS MINERAL RIGHTS PER OR 1571/4145 PH#76845.0000/1

We acknowledge that we are making the above representation under oath in order to receive payment of such surplus funds, and understand that, if it is later discovered or determined that payment of such surplus funds to us was in error, we are personally liable for the repayment of such surplus funds to the Clerk and/or Manatee County

Claimant: Jeffrey Paine / Managing Member of Jupiter Asset Recovery, LLC

Jeffrey Paine

WITNESS (1)

WITNESS (2)

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 16 day of January, 2014, by Jeffrey Paine, is personally known to me or has produced _____ (Type of Identification).

Notary Public

4/2/16 (Expiration)

EE159949 (Commission / Serial Number)

(Acknowledger)

(SEAL)



DIANE SMITH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE159949
Expires 4/2/2016

ABSOLUTE ASSIGNMENT OF INTEREST IN TAX DEED SURPLUS PROCEEDS

County: Manatee Tax Deed No: 2013-000313TD Sale Date: 1/6/2014 Surplus: \$239,580.26

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1. Assignor acknowledges that he is the former owner named in the above-styled tax deed case, and he has not transferred, assigned or otherwise relinquished any remainder interest in or to the proceeds of said sale. Assignor has been informed by Assignee that Surplus Funds in the *approximate* amount of \$239,580.26 may be due and owing to Assignor; and may be available for disbursement from the Clerk of Court in Manatee County, Florida, as the result of the captioned Tax Deed Sale.

2. Assignor hereby grants, bargains, sells and assigns, fully and irrevocably, to Assignee, Jupiter Asset Recovery, LLC. or assigns, any and all right, title and interest in and to all such surplus funds currently held by the Registry of the Court, as may be due from the above-referenced case.

3. Both Parties enter into this Agreement intending to be legally bound thereby. This Agreement is complete, in and of itself, representing the entire agreement between all Parties hereto, and may not be altered or amended except in writing.

ASSIGNOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREES TO PROMPTLY CO-OPERATE WITH ASSIGNEE BY PROVIDING ANY ADDITIONAL DOCUMENTATION OR INFORMATION REQUESTED, OR BY EXECUTING ANY AND ALL ADDITIONAL PAPERWORK ASSIGNEE DEEMS NECESSARY IN CONJUNCTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this day and date.

Signed, sealed and delivered in our presence:

WITNESSES:

Sandra Wall
Sandra Wall
Print Name

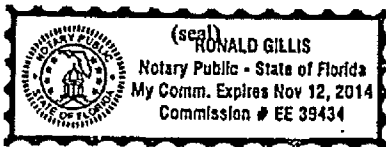
Ronald Gillis
Ronald Gillis
Print Name

ASSIGNOR:

James M. Wall
James M. Wall

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2014, by James M. Wall, who [] is personally known to me or [] who has produced _____ Florida Drivers License (s) as identification.



Ronald Gillis
NOTARY PUBLIC
Ronald Gillis
PRINT NAME