



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/23/2020

Property Information	
Folio:	03-4117-005-6420
Property Address:	230 PALERMO AVE Coral Gables, FL 33134-6606
Owner	KORGE BROTHERS HOLDINGS LLC
Mailing Address	230 PALERMO AVE CORAL GABLES, FL 33134-6606
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,037 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1980



Assessment Information			
Year	2020	2019	2018
Land Value	\$1,550,000	\$1,625,000	\$1,100,000
Building Value	\$303,700	\$303,700	\$501,105
XF Value	\$0	\$0	\$0
Market Value	\$1,853,700	\$1,928,700	\$1,601,105
Assessed Value	\$1,723,815	\$1,567,105	\$1,424,641

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$129,885	\$361,595	\$176,464

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
C GABLES CRAFTS SEC PB 10-40 LOTS 10 & 11 BLK 26 LOT SIZE 5000 SQ FT OR 19274-3018 0800 1

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,723,815	\$1,567,105	\$1,424,641
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,853,700	\$1,928,700	\$1,601,105
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,723,815	\$1,567,105	\$1,424,641
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,723,815	\$1,567,105	\$1,424,641

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2000	\$640,000	19274-3018	Sales which are qualified
03/01/1993	\$0	15845-0323	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

CITY'S EXHIBIT

List of service addresses for January 2021 unsafe structures cases

1) 230 PALERMO AVE

<u>Owner (Sunbiz RA address)</u> Korge Brothers Holdings LLC c/o Thomas J. Korge Registered Agent 230 Palermo Ave Coral Gables, FL 33134-6606	<u>First Mortgagee (FDIC address)</u> The Northern Trust Company f/k/a Northern Trust Bank of Florida, N.A. 50 South Lasalle Street Chicago, IL 60603-1008
<u>First Mortgagee (FDIC address – local branch)</u> The Northern Trust Company f/k/a Northern Trust Co. of Florida, N.A. 595 Biltmore Way Coral Gables, FL 33134-5719	<u>Second Mortgagee (FDIC address)</u> First American Bank f/k/a Bank of Coral Gables, LLC 700 Busse Road Elk Grove Village, IL 60007-2137

CITY'S
EXHIBIT 2



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KORGE BROTHERS HOLDINGS LLC

Filing Information

Document Number	L00000009745
FEI/EIN Number	65-1031474
Date Filed	08/10/2000
State	FL
Status	ACTIVE

Principal Address

230 PALERMO AVE
CORAL GABLES, FL 33134

Mailing Address

230 PALERMO AVE
CORAL GABLES, FL 33134

Registered Agent Name & Address

KORGE, THOMAS J
230 PALERMO AVE
CORAL GABLES, FL 33134

Authorized Person(s) Detail

Name & Address

Title MGRM

KORGE, THOMAS J
230 PALERMO AVE
CORAL GABLES, FL 33134

Title MGRM

KORGE, CHRISTOPHER G
230 PALERMO AVE

CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2018	01/16/2018
2019	04/08/2019
2020	01/15/2020

Document Images

01/15/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
03/13/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
03/30/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
03/20/2003 -- ANNUAL REPORT	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
01/22/2001 -- ANNUAL REPORT	View image in PDF format
08/10/2000 -- Florida Limited Liabilites	View image in PDF format



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 [Business Services](#)
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Permits and Inspections: Search Results

[Logon](#)
 [Help](#)
 [Contact](#)

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
ZN-20-08-6201	08/05/2020	230 PALERMO AVE	PAINT / RESURFACE FL / CLEAN	COMMERCIAL* PRESSURE CLEAN / STUCCO REPAIR / PAINT EXTERIOR WALLS BM 2145-60 MINCED ONION \$5,000	issued	08/05/2020		0.00
PW-20-08-6256	08/05/2020	230 PALERMO AVE	OBSTRUCTION OF THE ROW PERMIT	OBSTRUCTION OF THE RIGHT OF WAY WITH LIFT	issued	08/05/2020		0.00
RC-20-06-6828	06/19/2020	230 PALERMO AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1980)	issued	06/29/2020		0.00

The City's online services are protected with an [SSL encryption certificate](#). For technical assistance, please call 305-569-2448 (8am-5pm, M-F).

CITY'S

EXHIBIT 3



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

2/10/2020

VIA CERTIFIED MAIL

KORGE BROTHERS HOLDINGS LLC
230 PALERMO AVE
CORAL GABLES, FL 33134-6606

7018 2290 0001 6693 9704

RE: 230 PALERMO AVE
FOLIO # 341170056420
Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in YEAR. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a completed Recertification Report ("Report") must be submitted by you to this Department within ninety (90) calendar days from the date of this letter. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$380.63 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

Failure to submit the required Report within the allowed time will result in declaring the structure unsafe and referring the matter to the City's Construction Regulation Board ("Board") without further notice; a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®

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Tracking Number: 70182290000166939704

[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 3:53 pm on February 13, 2020 in MIAMI, FL 33134.

Delivered

February 13, 2020 at 3:53 pm
Delivered, Front Desk/Reception/Mail Room
MIAMI, FL 33134

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FAQs

Feedback



The City of Coral Gables

7019 2970 0001 2374 0945

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

5/11/2020

KORGE BROTHERS HOLDINGS LLC
230 PALERMO AVE
CORAL GABLES FL 33134-6606

RE: 230 PALERMO AVE
FOLIO # 341170056420

Notice of Required Inspection For Recertification of 40 Years or Older Building – **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated 2/10/2020, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Please be advised the submittal of the Report is overdue and the structure has been deemed unsafe due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as, being subject to other penalties as provided in the Code. A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official

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Tracking Number: 70192970000123740945

[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 3:13 pm on May 18, 2020 in MIAMI, FL 33134.

Feedback

Delivered

May 18, 2020 at 3:13 pm
Delivered, Front Desk/Reception/Mail Room
MIAMI, FL 33134

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Product Information



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FAQs

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The City of Coral Gables

7019 1120 0000 2229 3692

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

6/12/2020

KORGE BROTHERS HOLDINGS LLC
230 PALERMO AVE
CORAL GABLES FL 33134-6606

**RE: 230 PALERMO AVE
FOLIO # 341170056420**

Notice of Required Inspection for Recertification of 40 Years or Older Building – Covid-19 Extension

Dear Property Owner:

This department has sent two certified letters dated 2/10/2020 and 5/11/2020, notifying you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, and Section 8-11 (f). These letters informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Due to the Covid-19 Pandemic, the DEADLINE for submittal of the Building Recertification Report for the above referenced property will be extended until Monday, November 2, 2020.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

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Tracking Number: 70191120000022293692

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Your item was delivered to the front desk, reception area, or mail room at 2:08 pm on June 18, 2020 in MIAMI, FL 33134.

Feedback

Delivered

June 18, 2020 at 2:08 pm
Delivered, Front Desk/Reception/Mail Room
MIAMI, FL 33134

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Feedback



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

June 30, 2020

KORGE BROTHERS HOLDINGS LLC
230 PALERMO AVE
CORAL GABLES, FL 33134-6606

ADDRESS: 230 Palermo Ave
PROPERTY FOLIO #: 0341170056420

Dear Property Owner/Manager:

This Department has received the Building Recertification Report ("Report") you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for safe occupancy as prescribed in the Miami-Dade County Code, Section 8-11.

By these means, I am granting you sixty (60) calendar days from the date of this letter to provide a new, completed and revised Recertification Report. Please note we **will not be able to grant additional extensions**; therefore, repairs to comply with the recertification criteria shall take place during these sixty (60) calendar days.

If you have any questions I can be reached at 305-460-5242.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

August 31, 2020

KORGE BROTHERS HOLDINGS LLC
230 PALERMO AVE
CORAL GABLES, FL 33134-6606

ADDRESS: 230 PLERMO AVE
PROPERTY FOLIO #: 03-4117-005-6420

Dear Property Owner/Manager:

This Department has received the Building Recertification Report ("Report") you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for safe occupancy as prescribed in the Miami-Dade County Code, Section 8-11.

By these means, I am granting you sixty (60) calendar days from the date of this letter to provide a new, completed and revised Recertification Report. Please note we **will not be able to grant additional extensions**; therefore, repairs to comply with the recertification criteria shall take place during these sixty (60) calendar days.

If you have any questions, I can be reached at 305-460-5242.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 20-1934

vs.

Korge Brothers Holdings LLC
C/O Thomas J. Korge
Registered Agent,
230 Palermo Ave.
Coral Gables, Fl. 33134-6606

Return receipt number:

7019 1120 0000 2229 4576

Respondent.

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING**

Date: December 28, 2020

Re: 230 PALERMO AVE, CORAL GABLES, FL. 33134 and legally described as LOTS 10 & 11 BLK 26, C GABLES CRAFTS SEC PB 10-40 and 03-4117-005-6420 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-I 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for a hybrid hearing before the City's Construction Regulation Board ("Board") on January 11, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, January 11, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS

CITY'S

EXHIBIT 10

MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

Please be advised that the following Rules of Procedure will apply:

HEARING:

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to vgoizueta@coralgables.com). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient

to support a finding or decision unless the evidence would be admissible over objections in a civil action.

9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
 - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

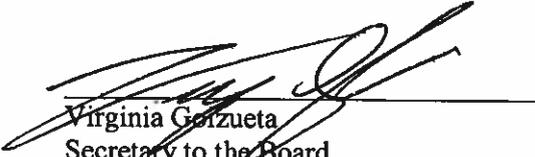
Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to vgoizueta@coralgables.com and include the property address and case number.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, bgarcia@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.


Virginia Goizueta
Secretary to the Board

ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c.; The Northern Trust Company *f/k/a* Northern Trust Bank of Florida, N.A. 50 South Lasalle Street, Chicago, Il. 60603-1008.
The Northern Trust Company, *f/k/a* Northern Trust Co. of Florida, N.A. 595 Biltmore Way, Coral Gables, Fl. 33134-5719. First American Bank *f/k/a* Bank of Coral Gables, LLC. 700 Busse Road, Elk Grove Village, Il. 60007-2137



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 20-1934

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, EUGENIO LAGE, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 230 Palermo Ave., ON December 29, 2020 AT 9:00 AM.

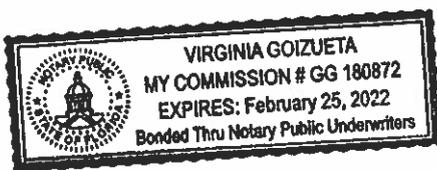
Eugenio Lage
Employee's Printed Name

[Signature]
Employee's Signature

STATE OF FLORIDA)
ss.)
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me this 29 day of December, in
the year 2020, by Eugenio Lage who is personally known to
me.

My Commission Expires:



[Signature]
Notary Public

CITY'S
EXHIBIT 7



CITY'S'
EXHIBIT 8



Warranty Deed - Page 2

Parcel ID Number: 03-4117-005-6420

RE: 1927483019

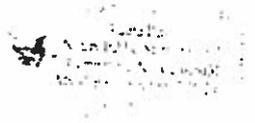
STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 13 day of August, 2000 by Marilyn M. Eicks

she is personally known to me or she has produced her

identification

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



RECORDED IN OFFICIAL REGISTRATION
OF DADE COUNTY, FLORIDA
RECORDED IN SEC
HARVEY RUVIN
CLERK OF DISTRICT COURT

HE1927400020

REGISTERED 1,792.00 INTNS 1,000.00
ARNEY ADVIS. CLEAR DATE COUNTY: FL

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
GREGORY T. MARTINI, ESQ.
SACHER, MARTINI & SACHER, P.A.
2655 LeJeune Road, Suite 1101
Coral Gables, Florida 33134

Property Appraisers Parcel
Identification Folio Number's :
03-4112-005-6420

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made and delivered this 8 day of September, 2009, KORGE BROTHERS HOLDINGS LLC, a Florida limited liability company (hereinafter called the "Mortgagor"), and NORTHERN TRUST BANK OF FLORIDA N.A., having an office at 700 Brickell Avenue, Miami, Florida 33131 (hereinafter called the "Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of FIVE HUNDRED TWELVE THOUSAND (\$512,000.00) DOLLARS, together with interest thereon, as evidenced by that certain promissory note of even date herewith (the "Note"), executed by Mortgagor and delivered to Mortgagee.

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Mortgagee to Mortgagor this date, and for other valuable considerations, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever:

THE MORTGAGED PROPERTY

A. THE LAND: All the land located in the County of Miami-Dade, State of Florida (hereinafter called the "Land"), described in Schedule "A" attached hereto and incorporated herein and made a part hereof.

B. THE IMPROVEMENTS: (1) All the buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (2) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on,

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or attached to, and used or intended to be used in connection with or with the operation of, the land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (hereinafter called the "Improvements").

C. EASEMENTS: All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Paragraphs (A) and (B) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor.

D. TOGETHER WITH (i) all the estate, right, title and interest of the Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property described in Paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged property described in Paragraphs (A), (B) and (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other dispositions of the mortgaged property described in Paragraphs (A), (B) and (C) hereof or any part thereof; and the Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (if it so elects) to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the mortgaged property described in Paragraphs (A), (B) and (C) above, and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the mortgaged property described in Paragraphs (A), (B) and (C).

E. TOGETHER WITH all rents, income and other benefits to which the Mortgagor may now or hereafter be entitled from the mortgaged property described in Paragraphs (A), (B) and (C) hereof to be applied against the indebtedness and other sums secured hereby provided, however, that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred hereunder, to collect such rents, income and other benefits from the mortgaged property described in Paragraphs (A), (B) and (C) hereof shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without the Mortgagee's specific written consent.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from the mortgaged property described in (A), (B) and (C) above, subject, however, to the conditional permission given to the Mortgagor to collect and use such rents, income and other benefits

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as herein above provided; and the existence or exercise of such right of the Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Mortgagor, and any such subsequent Assignment by the Mortgagor shall be subject to the rights of the Mortgagee hereunder.

F. TOGETHER WITH all right, title and interest of the Mortgagor in and to any and all leases now or hereafter on or affecting the mortgaged property described in Paragraphs (A), (B) and (C) hereof, together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission herein above given to the Mortgagor to collect the rents, income and other benefits arising under any such lease. The Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of the Mortgagee as provided by this paragraph.

G. TOGETHER WITH (i) the Mortgagor's rights further to encumber the mortgaged property described in Paragraphs (A), (B) and (C) above for debt and (ii) all of the Mortgagor's rights to enter into any lease or lease agreement.

All of the mortgaged property described in Paragraphs (A), (B), (C), (D), (E), (F) and (G) above, and each item of mortgaged property therein described is herein referred to as "THE MORTGAGED PROPERTY."

TO HAVE AND TO HOLD THE MORTGAGED PROPERTY and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, and all the properties, interest and rights hereby granted conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

ARTICLE I
COVENANTS OF MORTGAGOR

The Mortgagor covenants and agrees with the Mortgagee as follows:

1.1 Performance of Note, Mortgage, Etc. The Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of every other instrument securing the Note, and will promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note when payment shall become due.

1.2 General Representations, Covenants and Warranties. The Mortgagor represents, covenants and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) the

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Mortgagor is seized of an indefeasible estate in fee simple in, and has good and absolute title to, THE MORTGAGED PROPERTY, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein and the Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy THE MORTGAGED PROPERTY in accordance with the terms hereof; and, except for the items set forth on Schedule "B" hereof, THE MORTGAGED PROPERTY is free and clear of all liens, security interests, charges and encumbrances whatsoever; (b) the Mortgagor will maintain and preserve the lien of this Mortgage until the indebtedness and other sums secured hereby have been paid in full; (c) the Mortgagor and each guarantor (if any) of the indebtedness evidenced by the Note (said guarantor(s) herein referred to jointly and severally as the "Guarantor") is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor or the Guarantor; (d) all reports, statements and other data furnished by the Mortgagor and the Guarantor to the Mortgagee in connection with the loan evidenced by the Note are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (e) this Mortgage and the Note and other instruments securing the Note or otherwise executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor or the Guarantor is a party or by which the Mortgagor or the Guarantor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor or the Guarantor is subject; (f) there are no actions, suits or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or the Guarantor of THE MORTGAGED PROPERTY; (g) all costs arising from construction of any improvements and the purchase of all equipment located on THE MORTGAGED PROPERTY have been paid; (h) electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service THE MORTGAGED PROPERTY satisfactorily, and any easements necessary to the furnishing of such utility service by the Mortgagor have been obtained and duly recorded; and, (i) the Mortgagor and the Guarantor are not in default under the terms of any instrument evidencing or securing any indebtedness of the Mortgagor or the Guarantor, respectively, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of time or both.

1.3 Compliance With Laws. The Mortgagor covenants and warrants that THE MORTGAGED PROPERTY presently complies with and will continue to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations. If the Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation the Mortgagor will provide the Mortgagee with a copy of such notice promptly.

1.3.1 Environmental Matters. Mortgagor expressly represents to Mortgagee that, to the best of Mortgagor's knowledge and after diligent inquiry, THE MORTGAGED PROPERTY and the improvements located thereon have not in the past been used, are not presently being used, and will not in the future

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while THE MORTGAGED PROPERTY is owned by Mortgagor, be used for the sale, handling, storage, transportation or disposal of hazardous or toxic materials. Mortgagor agrees to indemnify, defend and hold Mortgagee harmless from and against any loss to Mortgagee including, without limitation, attorneys' fees, paralegals' fees and legal assistants' fees incurred by Mortgagee as a result of such past, present or future use, sale, handling, storage, transportation or disposal of hazardous or toxic materials. Further, in the event Mortgagor's representation set forth herein is, in fact, untrue, then such misrepresentation shall be an "Event of Default" hereunder.

Mortgagee, at Mortgagee's sole option, may obtain at Mortgagor's expense a report from a reputable environmental consultant of Mortgagee's choice as to whether THE MORTGAGED PROPERTY and the improvements located thereon have been or are presently being used for the sale, handling, storage, transportation or disposal of hazardous or toxic materials. In the event Mortgagee requests such a report and said report indicates past or present use, sale, handling, storage, transportation or disposal, Mortgagee may require that all violations of law with respect to hazardous or toxic materials be corrected, at Mortgagor's sole cost and expense. In the event Mortgagor shall fail to promptly correct all violations of law with respect to hazardous or toxic materials after demand therefor by Mortgagee, then Mortgagee, at Mortgagee's sole option, may advance such funds as Mortgagee shall deem appropriate to correct all violations of law with respect to hazardous or toxic materials. In the event Mortgagee shall advance such funds, then all such advances shall be deemed made under the Note and shall be secured by this Mortgage.

1.3.2 Further Encumbrances. The Mortgagor covenants and warrants that from and after the date hereof, Mortgagor shall not permit any lien or encumbrance of any nature to be incurred, created, assumed or permitted to exist on THE MORTGAGED PROPERTY other than the APPROVED PRIOR ENCUMBRANCES set forth on Schedule "B" attached hereto.

1.4 Taxes and Other Charges.

1.4.1 Taxes and Assessments. Subject to the provisions of this Paragraph 1.4, the Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against THE MORTGAGED PROPERTY or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of the Mortgagee in THE MORTGAGED PROPERTY, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against the Mortgagor or in respect of THE MORTGAGED PROPERTY or any part thereof, provided, however, that the Mortgagor may in good faith, by appropriate proceeding provided same does not cause a default in any Approved Prior Encumbrance (including without limitation payment of the asserted tax or assessment under protest if such payment must be made in order to contest such tax or assessment), contest the validity, applicability or amount of any asserted tax or assessment and, pending such contest, the

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Mortgagor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment the Mortgagor establishes an escrow acceptable to the Mortgagee in an amount estimated by Mortgagee to be adequate to cover the payment of such tax or assessment with interest, costs and penalties and a reasonable additional sum to cover possible interest, costs and penalties; and, if the amount of such escrow is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Mortgagor shall pay such deficiency no later than the date such judgment becomes final. Mortgagor shall provide Mortgagee with proof of payment of said taxes within fourteen (14) days after payment thereof.

1.4.2 Mechanic's and Other Liens. The Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien (other than any lien for taxes not yet due) to be created upon THE MORTGAGED PROPERTY.

1.4.3 Taxes Affecting Mortgagee's Interest. If any state, federal, municipal or other governmental law, order, rule or regulation, passed subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes so as to affect adversely the rights of Mortgagees, the entire balance of the indebtedness and other sums secured by this Mortgage and all interest accrued thereon shall, without notice, become due and payable forthwith at the option of the Mortgagee.

1.4.4 Tax Escrow. In order to secure the performance and discharge of the Mortgagor's obligations under this Paragraph 1.4, but not in lieu of such obligations, the Mortgagor will, at Mortgagee's option, pay over to the Mortgagee an amount equal to one-twelfth (1/12) of the next maturing annual ad valorem taxes, assessments and charges (which charges for purposes of this Paragraph shall include, without limitation, water and sewer rents) of the nature described in Paragraph 1.4.1 for each month that has elapsed since the last date to which such taxes, assessments and charges were paid; and the Mortgagor will, in addition, pay over to the Mortgagee together with each installment on the Note sufficient funds (as estimated from time to time by the Mortgagee in its sole discretion) to permit the Mortgagee to pay when due said taxes, assessments and charges. Upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as are required to make up any deficiencies in the amount necessary to enable the Mortgagee to pay such taxes, assessments and similar charges. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof.

1.4.5 No Credit Against the Indebtedness Secured Hereby. The Mortgagor shall not claim, demand or be entitled to receive any credit, against the principal or interest payable under the terms of the Note or on any other sums secured by this Mortgage, for so much of the taxes, assessments or similar impositions assessed against THE MORTGAGED PROPERTY or any part thereof or that are applicable to the indebtedness secured hereby or to the Mortgagee's interest in THE MORTGAGED PROPERTY. No deduction shall be claimed from the taxable value of THE MORTGAGED PROPERTY or any part

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thereof by reason of the Note, this Mortgage or any other instrument securing the Note.

2.4.6 Insurance.

(a) Subject to Paragraph 2.4.6(d), the Mortgagor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of the Mortgagee, during the life of this Mortgage, insurance policies in such amounts as the Mortgagee may require, insuring THE MORTGAGED PROPERTY against all insurable hazards, casualties and contingencies (including without limitation loss of rentals or business interruption, and flood insurance), as the Mortgagee may require, and shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to the Mortgagee. All such policies and renewals thereof shall be held by the Mortgagee and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to the Mortgagee as its interests may appear. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Mortgagee shall be delivered to the Mortgagee. Within fifteen (15) days after the anniversary or effective date of each policy, the Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. In the event of loss, the Mortgagor will give immediate written notice to the Mortgagee and the Mortgagee may make proof of loss if not made promptly by the Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to THE MORTGAGED PROPERTY in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the Purchaser or grantee. All such policies shall provide that they shall not be canceled or terminated without at least twenty (20) days' prior written notice to the Mortgagee.

(b) Pursuant to its rights granted hereunder in all proceeds from any insurance policies, the Mortgagee is hereby authorized and empowered at its option to adjust or compromise any loss under any insurance policies on THE MORTGAGED PROPERTY and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Mortgagee alone and not to the Mortgagor and the Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by the Mortgagee in the collection or handling of such funds, the Mortgagee may apply the net proceeds, at its option, either toward restoring THE MORTGAGED PROPERTY or as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or to

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mature in the future, or at the option of the Mortgagee such sums either wholly or in part may be paid over to the Mortgagor to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this Mortgagee for the full amount secured hereby before such payment took place. Although the Mortgagee intends to use its best efforts to collect such payments in a timely fashion, the Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) The Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of the Mortgagee during the life of this Mortgage, liability insurance policies relating to THE MORTGAGED PROPERTY, in such amounts, with such companies and in such form as may be required by the Mortgagee. The Mortgagee may require such policies to contain an endorsement, in form satisfactory to the Mortgagee, naming the Mortgagee as an additional insured thereunder. The Mortgagor shall pay promptly when due any premiums on such insurance policies and renewals thereof.

(d) In order to secure the performance and discharge of the Mortgagor's obligations under this Paragraph 1.4.5, but not in lieu of such obligations, the Mortgagor will, at Mortgagee's option, pay over to the Mortgagee an amount equal to one-twelfth (1/12) of the next maturing annual insurance premium for each month that has elapsed since the last date to which such premiums were paid, and the Mortgagor will, in addition, pay over to the Mortgagee together with each installment on the Note, sufficient funds (as estimated from time to time by the Mortgagee in its sole discretion) to permit the Mortgagee to pay said premiums when due. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Mortgagee to pay such premiums when due.

1.4.7 Non-Impairment of Mortgagee's Rights. The provisions of Paragraphs 1.4.4 and 1.4.6(d) shall not be effective so long as the holder of any prior lien is receiving in escrow from the Mortgagor amounts sufficient to pay the taxes and insurance required to be paid by Paragraphs 1.4.1 and 1.4.6 respectively. Nothing contained in either of said Paragraphs shall be deemed to affect any right or remedy of the Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any amount required to be paid by Paragraphs 1.4.1 and 1.4.6 and to add the amount so paid together with interest at the Default Rate to the indebtedness hereby secured. Although Mortgagee intends to use its best

efforts to make such payments in a timely fashion, the arrangements provided for in Paragraph 1.4.4 and 1.4.6 are solely for the added protection of the Mortgagee and entail no responsibility on the Mortgagee's part beyond the allowing of due credit, without interest, for sums actually received by it. Upon assignment of this Mortgage, any funds on hand shall be turned over to the assignee and any responsibility of the Mortgagee with respect thereto shall terminate.

1.5 Condemnation. The Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damage, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are included in THE MORTGAGED PROPERTY and the Mortgagee, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it to the Mortgagor without affecting the lien of this Mortgage or may apply the same, in such manner as the Mortgagee shall determine, to the reduction of the sums secured hereby. Any balance of such monies then remaining shall be paid to Mortgagor. The Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as the Mortgagee may require. Notwithstanding any such condemnation, the Mortgagor shall continue to pay interest, computed at the rate provided in the Note, on the entire unpaid principal amount thereof.

1.6 Care of Mortgaged Property.

1.6.1 The Mortgagor shall preserve and maintain THE MORTGAGED PROPERTY in good condition and repair. The Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of THE MORTGAGED PROPERTY or any part thereof, and will not take any action which will increase the risk of fire or other hazard to THE MORTGAGED PROPERTY or to any part thereof.

1.6.2 Except as otherwise provided in this Mortgage, no part of THE MORTGAGED PROPERTY shall be removed, demolished or altered, without the prior written consent of the Mortgagee. The Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of THE MORTGAGED PROPERTY as from time to time may become worn out or obsolete, provided that either simultaneously with or prior to such removal, any such mortgaged property shall be replaced with other mortgaged property of equal utility and of a value at least equal to that of the replaced equipment when first acquired and free from any security interest of any other person and by such removal and replacement the Mortgagor shall be deemed to have subjected such replacement mortgaged property to the lien of this Mortgage.

1.6.3 The Mortgagee may enter upon and inspect THE MORTGAGED PROPERTY at any reasonable time during the life of this Mortgage.

1.6.4 If any part of THE MORTGAGED PROPERTY shall be lost, damaged or destroyed by fire or any other cause, the Mortgagor will give immediate written notice thereof to the Mortgagee and shall promptly restore THE MORTGAGED PROPERTY to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor. If a part of THE MORTGAGED PROPERTY shall be lost, physically damaged, or destroyed through condemnation, the Mortgagor will promptly restore, repair or alter the remaining MORTGAGED PROPERTY in a manner satisfactory to the Mortgagee.

1.6.5 No work required to be performed under this Paragraph shall be undertaken until plans and specifications therefor, prepared by an architect or engineer satisfactory to the Mortgagee, have been submitted to and approved in writing by the Mortgagee.

1.7 Transfer or Encumbrance of THE MORTGAGED PROPERTY.

1.7.1 Mortgagor acknowledges that Mortgagee has examined and relied on the creditworthiness of Mortgagor and experience of Mortgagor in owning and operating properties such as THE MORTGAGED PROPERTY in agreeing to make the loan secured hereby, and that Mortgagee will continue to rely on Mortgagor's ownership of THE MORTGAGED PROPERTY as a means of maintaining the value of THE MORTGAGED PROPERTY as security for repayment of the debt secured hereby. Mortgagor acknowledges that Mortgagee has a valid interest in maintaining the value of THE MORTGAGED PROPERTY so as to ensure that, should Mortgagor default in the repayment of the debt, Mortgagee can recover the debt by a sale of THE MORTGAGED PROPERTY. Except as specifically permitted in this Paragraph 1.7, Mortgagor shall not, without the prior written consent of Mortgagee, sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer THE MORTGAGED PROPERTY or any part thereof or the right to manage or control the operation of THE MORTGAGED PROPERTY, or any part thereof, or permit THE MORTGAGED PROPERTY or any part thereof to be sold, conveyed, alienated, mortgaged, encumbered, pledged or otherwise transferred.

1.7.2 A sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer within the meaning of this Paragraph 1.7 shall be deemed to include (i) an installment sales agreement wherein Mortgagor agrees to sell THE MORTGAGED PROPERTY or any part thereof for a price to be paid in installments; (ii) an agreement by Mortgagor leasing all of THE MORTGAGED PROPERTY with an option to purchase or a sale, assignment or other transfer of, or the grant of a security interest in, Mortgagor's right, title and interest in and to any Leases or any Rents; and (iii) the voluntary or involuntary sale, conveyance or transfer or issuance of a membership interest in Mortgagor by which an aggregate of more than 49% of the Mortgagor's membership interest shall be vested in a party or parties who are not now members.

1.8 Further Assurances. At any time and from time to time upon the Mortgagee's request, the Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to the Mortgagee and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by the Mortgagee, any and all such further

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Mortgages, instruments of further assurance, certificates and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a lien upon all of THE MORTGAGED PROPERTY, whether now owned or hereafter acquired by the Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage or the power of sale herein contained. Upon any failure by the Mortgagor to do so, the Mortgagee may make, execute, record, file, re-record or refile any and all such Mortgages, instruments, certificates and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to do so.

1.9 Security Agreement and Financing Statements. The Mortgagor (as Debtor) hereby grants to the Mortgagee (as Creditor and Secured Party) a security interest in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of THE MORTGAGED PROPERTY.

The Mortgagor shall execute any and all such documents including without limitation, Financing Statements pursuant to the Uniform Commercial Code of the state in which THE MORTGAGED PROPERTY is located, as the Mortgagee may request, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures, and shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation, execution and filing of any such documents. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file, on the Mortgagor's behalf, all Financing Statements and refilings and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve and protect said lien. When and if the Mortgagor and the Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting THE MORTGAGED PROPERTY, this Mortgage shall be deemed a security agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said Financing Statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at the Mortgagee's sole election.

The Mortgagor and the Mortgagee agree that the filing of a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing the express declaration and intention of the parties, hereto, herein above stated, that everything used in connection with the production of income from THE MORTGAGED PROPERTY and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate encumbered by this Mortgage irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any

award in eminent domain proceedings for a taking or for loss of value, or (3) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of THE MORTGAGED PROPERTY mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagees as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of the Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

1.10 Assignment of Rents. The assignment contained under the section of this Mortgage entitled "THE MORTGAGED PROPERTY", in such Paragraph (E) shall be fully operative without any further action on the part of either party and specifically the Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from THE MORTGAGED PROPERTY described in Paragraphs (A), (B), (C) and (D) hereof whether or not the Mortgagee takes possession of such mortgaged property. The Mortgagor hereby further grants to the Mortgagee the right, at Mortgagee's option, (i) to enter upon and take possession of THE MORTGAGED PROPERTY for the purpose of collecting the said rents, income and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Mortgagee, (iii) to let THE MORTGAGED PROPERTY or any part thereof, and (iv) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, on account of the indebtedness and other sums secured hereby. Such assignment and grants shall continue in effect until the indebtedness and other sums secured hereby are paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of THE MORTGAGED PROPERTY by the Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this Paragraph by the Mortgagee nor the application of any such rents, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.11 After Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further action, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, THE MORTGAGED PROPERTY or any part thereof.

1.12 Leases Affecting Mortgaged Property. The Mortgagor represents that the schedule of leases set forth in Schedule "C" is true and correct; that all such leases are presently in effect and that no default exists in such leases. As any such lease shall expire or terminate or as any new lease shall be made, the Mortgagor shall so notify the Mortgagee in order that at all times the Mortgagee shall have a current list of all leases affecting THE MORTGAGED PROPERTY described in Paragraphs (A), (B) and (C) hereof. The assignment contained in Paragraph (F) hereof shall not be deemed to impose upon the Mortgagee any of the obligations or

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duties of the Mortgagor provided in any such lease including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in THE MORTGAGED PROPERTY or any part thereof, and the Mortgagor shall comply with and observe its obligations as landlord under all leases affecting THE MORTGAGED PROPERTY or any part thereof. The Mortgagor, if required by the Mortgagee, shall furnish promptly to the Mortgagee original or certified copies of all such leases now existing or hereafter created. Mortgagor shall not, without the express prior written consent of the Mortgagee, amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent as to, or change the terms of any renewal option of any such lease now existing or hereafter created, or permit or suffer an assignment or sublease. The Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of the Mortgagee.

With respect to the assignment contained in Paragraph (F) hereof, the Mortgagor shall, from time to time upon request of the Mortgagee, specifically assign to the Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by the Mortgagee, all right, title and interest of the Mortgagor in and to any and all leases now or hereafter on or affecting THE MORTGAGED PROPERTY, together with all security therefor and all monies payable thereunder, subject to the conditional permission herein above given to the Mortgagor to collect the rentals under any such lease. The Mortgagor shall also execute and deliver to the Mortgagee any notification, Financing Statement or other document reasonably required by the Mortgagee to perfect the foregoing assignment as to any such lease. The provisions of this Paragraph 1.12 shall be subject to the provisions of said Paragraph (F).

Any other provisions of this Mortgage to the contrary notwithstanding, if any part of THE MORTGAGED PROPERTY consists of individual apartment units the Mortgagor shall, upon the expiration of a lease with respect to such unit in accordance with its terms, have right to lease any such unit on a form of lease which has been approved by the Mortgagee, without obtaining the prior written consent of the Mortgagee, provided the rent payable with respect to the new lease is equal to or greater than the rent payable with respect to the expired lease, and further provided the other terms of the lease are at least as favorable to the Mortgagor as the terms of the expired lease; provided, however, Mortgagor shall not have such right in the event all or any part of THE MORTGAGED PROPERTY has been declared a condominium.

1.13 Expenses. The Mortgagor will pay when due and payable, all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by the Mortgagee or any takeout mortgagee in connection with the issuance of its commitment, the preparation and execution of loan documents and the funding of its loans; and the Mortgagor will, upon demand by the Mortgagee, reimburse the Mortgagee or any takeout mortgagee for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless the Mortgagee from and against, and reimburse it for, all claims, demands, liabilities,

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losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) which may be imposed upon, asserted or paid by them by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of THE MORTGAGED PROPERTY through any cause whatsoever or asserted against them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with THE MORTGAGED PROPERTY, or with this Mortgage or any of the indebtedness evidenced by the Note.

1.14 Mortgagee's Performance of Defaults. If the Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage, the Note or in any other instrument securing the Note, the Mortgagee may, to preserve its interest in THE MORTGAGED PROPERTY, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by the Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by the Mortgagee, together with interest thereon at the Default Rate from the date incurred until paid by the Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. The Mortgagee is hereby empowered to enter and to authorize others to enter upon THE MORTGAGED PROPERTY or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgage.

1.15 Books and Records. The Mortgagor shall keep and maintain at all times completed accurate books of account and records reflecting the results of the operation of THE MORTGAGED PROPERTY. Mortgagor shall furnish to Mortgagee: (a) within 90 days after the end of Mortgagor's fiscal year a statement of income and expenses with respect to THE MORTGAGED PROPERTY, (b) within 90 days after the end of the Mortgagor's fiscal year, annual financial statements of Mortgagor, (c) within 30 days after the end of such fiscal year, a rent schedule of THE MORTGAGED PROPERTY, as of the end of such fiscal year, certified by the Mortgagor, showing the name of each tenant and the space occupied, the lease expiration date, the rent and additional rent due and payable, the last date to which rent was paid and whether or not such tenant was then in default under any of the terms of his lease, and (d) simultaneous with the filing, a true, complete and correct copy of Mortgagor's U.S. Income Tax Return, including all schedules, exhibits and statements attached thereto.

The Mortgagor shall also furnish such interim unaudited financial statements and other information as the Mortgagee may require. Mortgagee and its designated agents shall have the right to inspect Mortgagor's books and records with respect to THE MORTGAGED PROPERTY at all reasonable times.

In the event that Mortgagor fails to comply with the requirements set forth in this Section 1.15, Mortgagee shall have the right to have Mortgagor's books and records audited by an independent certified public accountant, and the cost of such audit shall be the obligation of Mortgagor.

1.16 Estoppel Affidavits. The Mortgagor, within ten (10) days after written request from the Mortgagee, shall furnish a written

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statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note, and any other unpaid sums secured hereby, and whether or not any offsets or defenses exist against such principal and interest or other sums.

1.17 Use of Mortgaged Property. The Mortgagor covenants that THE MORTGAGED PROPERTY will be used for only lawful purposes and Mortgagor shall not suffer or permit THE MORTGAGED PROPERTY or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Mortgagor's title to THE MORTGAGED PROPERTY or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of THE MORTGAGED PROPERTY or any portion thereof. Mortgagor shall not use or permit the use of THE MORTGAGED PROPERTY or any portion thereof for any purpose, other than the use permitted by applicable law, which in the reasonable opinion of Mortgagee would adversely affect the then value or character of THE MORTGAGED PROPERTY for any part thereof.

1.18 Prior Liens. In the event that THE MORTGAGED PROPERTY or any part thereof is now subject to an approved prior Mortgage, lien or other permitted encumbrance which has priority over the lien of this Mortgage ("Approved Prior Encumbrance"), the Mortgagor shall: (i) pay the principal, interest and all other sums secured thereby no later than five (5) days prior to their due date, and will comply with all of the other terms, covenants and conditions thereof; (ii) if requested hereafter by the Mortgagee, produce to the Mortgagee from time to time not less than three (3) days prior to the due date of the installments of principal, interest and other sums payable thereon, receipts or other evidence of payment thereof satisfactory to the Mortgagee; (iii) not enter into any modification, amendment, agreement or arrangement with respect thereto and will not obtain any additional advances thereunder, without the prior written consent of the Mortgagee, expressly including, but not in limitation of the foregoing, any such modification, amendment, agreement or arrangement pursuant to which the Mortgagor is granted any forbearance or indulgence (as to time or amount) in the payment of any principal, interest or other sums due in accordance with the terms and provisions of the Approved Prior Encumbrance; (iv) use its best efforts to obtain the agreement of the holder from time to time of any such Approved Prior Encumbrance to send the Mortgagee copies of all notices; and (v) notify the Mortgagee promptly of the receipt of any notice given by the holder of any Approved Prior Encumbrance.

1.19 Use of Mortgagee's Name. Mortgagor shall not use the name or the name of any person, firm or corporation controlling, controlled by or under common control with the Mortgagee in connection with any of the Mortgagor's activities, except as such use may be required by applicable law or regulation of any governmental body, or by any financing institution with which the Mortgagor may be doing business.

1.20 Shareholder Consent. In the event Mortgagor is a Corporation, Mortgagor represents that (a) either (1) the certificate of incorporation of the Mortgagor does not require a vote or consent of the shareholders to authorize the execution and delivery of this Agreement, or (2) if the certificate of incorporation of the Mortgagor requires such vote or consent, that the same has been had or given in full conformity with the requirements thereof, and (b) the board of directors of the Mortgagor has by proper action, which has not been revoked or modified, duly authorizes the

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execution and delivery of this Agreement by the officer or officers who have executed the same.

ARTICLE II
DEFAULTS

2.1 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

2.1.1 Failure by the Mortgagor to pay (i) any periodic installment of interest or principal as the same shall become due and payable under the Note; or (ii) the outstanding principal balance on the Note, together with interest accrued thereon, at maturity or upon prepayment of the Note; or (iii) any deposits for taxes and assessments or insurance premiums when due hereunder; or (iv) any other sums to be paid by the Mortgagor hereunder or under any other instrument securing the Note, when due hereunder or thereunder.

2.1.2 Failure by the Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the Note or executed in connection therewith.

2.1.3 If any material inaccuracy shall exist in any of the financial statements or in any other information furnished by or to be furnished by the Mortgagor to the Mortgagee pursuant to the provisions of this Mortgage or furnished or to be furnished to the Mortgagee to induce the Mortgagee to make the loan evidenced by the Note.

2.1.4 Breach of any warranty or untruth of any representation of the Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

2.1.5 If (i) a petition is filed by or against the Mortgagor, or any guarantor, co-maker or endorser of the Note seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating bankruptcy or insolvency, or (ii) the Mortgagor, or any guarantor, co-maker or endorser of the Note seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income thereof, or (iii) the Mortgagor, or any guarantor, co-maker or endorser of the Note makes any general assignment for the benefit of creditors, or (iv) the Mortgagor, or any guarantor, co-maker or endorser of the Note is "insolvent", as hereafter defined; or (v) any trustee, receiver or liquidator of the Mortgagor or of all or any part of THE MORTGAGED PROPERTY or of any or all of the rents or income thereof is appointed. For purposes of this Paragraph, a person or entity shall be deemed to be insolvent, if he or it is unable to pay its debts as they become due and/or if the fair market value of his or its assets do not exceed his or its aggregate liabilities.

2.1.6 If all or any part of THE MORTGAGED PROPERTY shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the state where the Land is located or the United States of America to so damage or take, and any transfer by private sale

in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently.

2.1.7 The entry by any court of last resort of a decision that as undertaken by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely this Mortgage or the indebtedness or other sums secured hereby.

2.1.8 The occurrence of a default under any Approved Prior Encumbrance or under any other approved encumbrance affecting all or any portion of THE MORTGAGED PROPERTY, or any other event permitting acceleration of the maturity of any indebtedness secured thereby or any other such default or event with respect to any other indebtedness of the Mortgagor to the Mortgagee. The Mortgagor shall promptly notify the Mortgagee in writing of the occurrence of any such default or event.

2.1.9 Death of any individual Guarantor.

2.1.10 The occurrence of a default under any other note, mortgage, pledge, security agreement, loan agreement or other agreement to which Mortgagor and Mortgagee are parties thereto.

2.1.11 Failure by Mortgagor to perform and comply with the terms, covenants and conditions set forth in that certain Agreement and Covenant Running with the Land recorded in Official Records Book 9863 at Page 1509 of the Public Records of Miami-Dade County, Florida.

2.2 Interest After Event of Default. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall bear interest at the Default Rate set forth herein.

2.3 Default Rate. The Default Rate shall be the highest maximum legal rate of interest which may be charged to the Mortgagor under Florida Law.

ARTICLE III REMEDIES

3.1 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

3.2 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as herein above provided or otherwise, and without regard to whether or not the indebtedness and other sums secured hereby shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or

proceeding; (a) to enforce payment of the Note or the performance or any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the MORTGAGED PROPERTY under the power of sale hereinafter provided or the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

3.3 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

3.3.1 If an Event of Default shall have occurred, (i) the Mortgagor upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession and if and to the extent permitted by law, the Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all THE MORTGAGED PROPERTY and may exclude the Mortgagor and its agents and employees wholly therefrom and have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor, and (ii) the Mortgagor will pay monthly in advance to the Mortgagee, on Mortgagee's entry into possession, or to any receiver appointed to collect the rents, income and other benefits of THE MORTGAGED PROPERTY, the fair and reasonable rental value for the use and occupation of such part THE MORTGAGED PROPERTY as may be in possession of the Mortgagor, and upon default in any such payment will vacate and surrender possession of such part of THE MORTGAGED PROPERTY to the Mortgagee or to such receiver and, in default thereof, the Mortgagor may be evicted by summary proceeding or otherwise.

3.3.2 If the Mortgagor shall for any reason fail to surrender or deliver THE MORTGAGED PROPERTY or any part thereof after the Mortgagee's demand, the Mortgagee may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of THE MORTGAGED PROPERTY to the Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents. The Mortgagor shall pay to the Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to the Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

3.3.3 Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control THE MORTGAGED PROPERTY and conduct the business thereof, and, from time to time:

(a) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other mortgaged property;

(b) insure or keep THE MORTGAGED PROPERTY insured;

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(c) manage and operate THE MORTGAGED PROPERTY and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same;

(d) enter into agreement with others to exercise the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine, and the Mortgagee may collect and receive all the rents, income and other benefits thereof, including those past due as well as those accruing thereafter; and shall apply the monies so received by the Mortgagee in such priority as the Mortgagee may determine to (1) the payment of interest, principal, and other payments due and payable on the Note, pursuant to this Mortgage, (2) the deposits for taxes and assessments and insurance premiums due, (3) the cost of insurance, taxes, assessments and other proper charges upon THE MORTGAGED PROPERTY or any part thereof, (4) any sums due and payable on any Approved Prior Encumbrance; and (5) the compensation, expenses and disbursements of the agents, attorneys and other representatives of the Mortgagee.

The Mortgagee, at its election, and without notice to the Mortgagor may, to preserve its interest in THE MORTGAGED PROPERTY, make any payments which the Mortgagor has failed to make under any Approved Prior Encumbrance, and any such sums so paid shall be secured hereby and be immediately due and payable from Mortgagor upon demand of Mortgagee with interest thereon at the Default Rate but such payment by the Mortgagee shall not release the Mortgagor from the Mortgagor's obligations or constitute a waiver of the Mortgagor's default hereunder.

The Mortgagee shall surrender possession of THE MORTGAGED PROPERTY to the Mortgagor only when all that is due upon such interest and principal, tax and insurance deposits, and all amounts under any of the terms of this Mortgage, shall have been paid and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

3.4 Leases. The Mortgagee is authorized to foreclose this Mortgage subject to the rights of any tenants of THE MORTGAGED PROPERTY or may elect which tenants Mortgagee desires to name as parties defendant in such foreclosure. Failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by the Mortgagor to be, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of THE MORTGAGED PROPERTY.

3.5 Purchase by Mortgagee. Upon any such foreclosure sale, the Mortgagee may bid for and purchase THE MORTGAGED PROPERTY and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.6 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, the Mortgagee may, if permitted by law,

and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and other sums due to the Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

3.7 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law that in case of a default, on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of THE MORTGAGED PROPERTY or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising THE MORTGAGED PROPERTY marshalled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell THE MORTGAGED PROPERTY in part or as an entirety.

3.8 Receiver. If an Event of Default shall have occurred, the Mortgagee, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of THE MORTGAGED PROPERTY and to collect all rents, income and other benefits thereof and apply the same as the court may direct. The expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate THE MORTGAGED PROPERTY and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. The Mortgagee shall be liable to account only for such rents, income and other benefits actually received by the Mortgagee, whether received pursuant to this Paragraph or Paragraph 3.3. Notwithstanding the appointment of any receiver or other custodian, the Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

3.9 Suits to Protect the Mortgaged Property. The Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as the Mortgagee may deem advisable (a) to prevent any impairment of THE MORTGAGED PROPERTY by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in THE MORTGAGED PROPERTY, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid. If the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Mortgagee's interest.

3.10 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment,

composition or other judicial proceedings affecting the Mortgagor or any guarantor, co-maker or endorser of any of the Mortgagor's obligations, its creditors or its property, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire amount due and payable by the Mortgagor under the Note, this Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by the Mortgagor after such date.

3.11 Mortgagee to Pay the Note on any Default in Payment; Application of Monies by Mortgagee.

3.11.1 If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon the Mortgagee's demand, the Mortgagor will pay to the Mortgagee the whole amount due and payable under the Note and all other sums secured hereby; and if the Mortgagor shall fail to pay the same forthwith upon such demand, the Mortgagee shall be entitled, unless precluded under the Note from seeking a deficiency judgment against the Mortgagor, to sue for and to recover judgment against the Mortgagor for the whole amount so due and unpaid together with costs and expenses, including without limitation the reasonable compensation, expenses and disbursements of the Mortgagee's agents, and other representatives, and attorney's fees as provided for in the Note, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of the Mortgagee to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

3.11.2 In case of a foreclosure sale of all or any part of THE MORTGAGED PROPERTY and of the application of the proceeds of sale to the payment of the sums secured hereby, the Mortgagee shall, unless precluded under the Note from seeking a deficiency judgment against the Mortgagor, be entitled to enforce payment from the Mortgagor of all amounts then remaining due and unpaid and to recover judgment against the Mortgagor for any portion thereof remaining unpaid, with interest.

3.11.3 The Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by the Mortgagee and no attachment or levy of any execution upon any of THE MORTGAGED PROPERTY or any other property shall in any way affect the lien of this Mortgage upon THE MORTGAGED PROPERTY or any part thereof or any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights powers and remedies shall continue unimpaired as before.

3.11.4 Any monies collected or received by the Mortgagee under this Paragraph 3.11 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of the Mortgagee, and the balance remaining shall be applied to the payment of amounts due and unpaid under the Note, this Mortgage and all other instruments securing the Note.

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3.11.5 The provisions of this Paragraph shall not be deemed to limit or otherwise modify the provisions of any guaranty of the indebtedness evidenced by the Note.

3.12 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

3.13 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other instrument securing the Note; (d) releases any part of THE MORTGAGED PROPERTY from the lien of this Mortgage or any other instrument securing the Note; (e) consents to the filing of any map, plat or re-plat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Mortgagor, or any subsequent purchaser of THE MORTGAGED PROPERTY or any part thereof or any maker, co-signer, endorser, surety or guarantor. No such act or omission shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby, except to the extent of releases as described in Paragraph (d) above of this Paragraph 3.13. In the event of the sale or transfer by operation of law or otherwise of all or any part of THE MORTGAGED PROPERTY, the Mortgagee, without notice to any person, firm or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to THE MORTGAGED PROPERTY or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.14 Discontinuance of Proceedings; Position of Parties Restored. If the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceedings had occurred or had been taken.

3.15 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Mortgagee by the Note, this Mortgage or any

other instrument securing the note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.1 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of the Mortgagor or the Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.2 Addresses for Notices, Etc.

4.2.1 Any notice, report, demand or other instrument authorized or required to be given or furnished under the Mortgage to the either party shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party set forth herein and delivered at such address or (ii) three days after the same is deposited in the United States Mail as first class mail, postage paid, whether or not the same is actually received by such party, or by telegraphic communication. Mortgagor's address for all such purposes is:

KORGE BROTHERS HOLDINGS LLC
230 Palermo Avenue
Coral Gables, FL 33134

4.2.2 Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience or reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

4.4 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in this Mortgage or in any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained here or in the Note or in any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

4.5 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

4.6 Governing Law. This Mortgage is made by the Mortgagor and accepted by the Mortgagee in the State of Florida, under the laws of such state and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state.

4.7 Required Notices. The Mortgagor shall notify the Mortgagee promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to THE MORTGAGED PROPERTY; (ii) receipt of any notice from any tenant leasing all or any portion of THE MORTGAGED PROPERTY; (iii) receipt of any notice from the holder of any other lien or security interest in THE MORTGAGED PROPERTY; or (iv) commencement of any judicial or administrative proceedings by or against or otherwise affecting the Mortgagor, the Guarantor (if any) THE MORTGAGED PROPERTY or any entity controlled by or under common control with the Mortgagor or the Guarantor, or any other action by any creditor thereof as a result of any default under the terms of any loan.

4.8 Management. The Mortgagor covenants that at all times prior to the payment in full of the indebtedness evidenced by the Note and other sums secured hereby, THE MORTGAGED PROPERTY shall be managed by the Mortgagor or by a management company which shall have been approved in writing by the Mortgagee and pursuant to a management agreement which shall have been approved in writing by the Mortgagee prior to the execution thereof.

4.9 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within fifteen (15) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed one hundred fifty (150%) percent of the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on THE MORTGAGED PROPERTY, with interest on such disbursements at the Default Rate.

ARTICLE V
ADDITIONAL PROVISIONS

5.1 Debt Service Coverage. During the term of this Mortgage, Mortgagor shall maintain a Debt Service Coverage Ratio (the "DSCR") of not less than 1.25 to 1. For the purposes hereof, the DSCR shall be calculated by dividing the earnings of the Mortgagor before depreciation, interest expense and taxes by total Debt Service. The Net Operating Income shall be calculated by subtracting the project expenses from the gross rentals of the Building.

For the purposes of calculating the DSCR, the project expenses shall be calculated on a twelve (12) month basis, and shall include, but are not limited to, the following as incurred during the twelve (12) month period under calculation: (1) all cleaning expenses, (2) all real estate taxes and assessments, (3) all insurance premiums, (4) the cost of utilities, and (5) all other actual operating expenses of the Building.

The Debt Service shall mean the aggregate amount of interest and principal charges due or which shall become due on any loan in which the Mortgagor is a borrower during the twelve (12) month

RE: 19274M3044

period ending on the date upon which such a determination is being made. Debt Service shall also include the aggregate amount of scheduled principal payments on the Loan to be made during the twelve (12) month period ending on the date upon which such a determination is being made.

In the event the Mortgagor fails to maintain the sufficient DSCR, Mortgagor shall make an appropriate prepayment of principal necessary to achieve the sufficient Debt Service Coverage Ratio. Compliance with this covenant shall be determined annually from the reports, financial statements and Income Tax Returns required to be furnished to the Mortgagee pursuant to the terms of this Mortgage.

5.2 Interest Rate and Monthly Payment Changes. The Note provides for an initial interest rate of 8.74%. Paragraphs 1 and 2 of the Note provide for changes in the interest rate and the monthly payment. A true, correct and complete copy of Paragraphs 1 and 2 of the Note is attached hereto and made a part hereof as Schedule "D".

5.3 Jury Waiver. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND SECURITY AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE MAKING THE LOAN OR EXTENSION OF CREDIT SECURED BY THIS MORTGAGE.

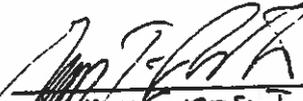
IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage and Security Agreement on this 8 day of September, 2000.

Signed, Sealed and Delivered in the Presence of:

KORGE BROTHERS HOLDINGS LLC, a Florida limited liability company


Print Name Gregory L. Martini By: 
DAAR THOMAS J. KORGE

Print Name DAVID A. RODRIGUEZ Its: MANAGING MEMBER
Address: 230 Palermo Avenue
Coral Gables, FL 33134


Print Name Gregory L. Martini By: 
DAAR CHRISTOPHER G. KORGE

Print Name DAVID A. RODRIGUEZ Its: MANAGING MEMBER
Address: 230 Palermo Avenue
Coral Gables, FL 33134

(CONTINUED)

EE:19274M3046

Schedule "A"
to Mortgage and Security Agreement

DESCRIPTION OF LAND

Lots 10 and 11, Block 26, of CRAFTS SECTION OF CORAL GABLES, according to the Plat thereof as recorded in Plat Book 10, Page 40, of the Public Records of Miami-Dade County, Florida.

RE: 1927413047

Schedule "B"
to Mortgage and Security Agreement

APPROVED PRIOR ENCUMBRANCES

1. Restrictions, conditions, reservations, easements as contained on the Plat of CRAFTS SECTION OF CORAL GABLES, as recorded in Flat Book 10, at Page 40.

ALL RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

REC-19274M3048

Schedule "C"
to Mortgage and Security Agreement

SCHEDULE OF LEASES

That certain lease dated the same date hereof made by KORGE BROTHERS HOLDINGS LLC, a Florida limited liability company, as Landlord, and KORGE & KORGE, a Florida general partnership, as Tenant

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BankFind Suite: Find Institutions by Name & Location

The Name & Location Search allows you to find FDIC-insured banks and branches from today, to last year, and all the way back to 1934.

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Search For Institutions

Data as of: 12/18/2020

Search By

Name/Cert/Website

Search Type
Bank Name ▼

Northern Tru...

Locations

City

Select State/Territory

Search Results

1 Results matching your search ↓

Selected Search Criteria Hide ^

Name: Northern Trust Bank of Florida, National Assc

Key Statistics

Total Insured Institutions

5,020

Data as of 12/18/2020, updated weekly.

Total Insured Branch Offices

86,694

Zip Code

Include

Branch Offices ?

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Results

25



Page 10 #

Data as of 12/18/2020, updated weekly.

Northern Trust, National Association



Institution Closed
as of 10/01/2011
Insured until closed

FDIC Cert # 24185
Main Office Address 700 Brickell Avenue
Miami, FL 33131
Primary Regulator OCC

[View Details](#)

Total Asset
21,315,
Millions \$USD

Data as of 9/30/2020, updated quarterly.

Total Deposits
17,163,
Millions \$USD

Data as of 9/30/2020, updated quarterly.

1 Matches For "Northern Trust Bank of Florida, National Association" [View](#)

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Succeeding Institution

Northern Trust, National Association



**The Northern Trust Company
Cert - 913**



FDIC Insured
Since 01/01/1934
[Click to View Succeeding Institution](#)

Institution Details

Data as of 12/18/2020



Institution Closed
Merged or acquired on 10/01/2011 without government assistance

FDIC Cert #
24185

Established
10/31/1982

Bank Charter Class
National Banks, member of the Federal Reserve Systems (FRS)

Primary Federal Regulator
OCC

Main Office Address
700 Brickell Avenue
Miami, FL 33131

Consumer Assistance
[Federal Reserve Cons...](#)

Contact the FDIC
[Northern Trust, National Association](#)

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

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Results
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Date*	Description of Event	View Details
10/31/1982	Institution established. Original name: Northern Trust Bank of Florida, National Association (24185).	i
11/01/1982	Acquired Security Trust Company (90055) in Miami, FL.	i

11/01/1982	Changed Trust Powers from Full to Full.	
10/27/1987	Acquired Northern Trust Bank of Florida/Palm Beach National Association (24517) in Palm Beach, FL.	
11/15/1991	Acquired Northern Trust Bank of Florida/Naples National Association (24518) in Naples, FL.	
10/17/1992	Acquired Northern Trust Bank of Florida/Sarasota, National Association (24222) in Sarasota, FL.	
03/21/1996	Acquired Northern Trust Bank of Vero Beach (19606) in Vero Beach, FL.	
08/28/2006	Acquired Northern Trust Bank of Texas National Association (26436) in Dallas, TX.	
08/28/2006	Changed Institution Name from Northern Trust Bank of Florida, National Association to Northern Trust, National Association.	
10/23/2006	Acquired Northern Trust Bank of California National Association (24458) in Santa Barbara, CA.	
10/23/2006	Acquired Northern Trust Bank, National Association (24743) in Phoenix, AZ.	
10/01/2011	Merged and became part of The Northern Trust Company (913) in Chicago, IL.	

*Data prior to 01/01/2000 may include small anomalies which may or may not effect the historic events of this institution.

If you have questions or concerns, please contact the FDIC using the link above.

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The Northern Trust Company



Institution Details

Data as of 12/18/2020



FDIC Insured
Since 01/01/1934

FDIC Cert #
913

Established
01/01/1889

Bank Charter Class
State Chartered Banks,
member of the Federal
Reserve System (FRS)

**Primary Federal
Regulator**
FED

**Secondary Federal
Regulator**
CFPB

Main Office Address
50 South LaSalle Street
Chicago, IL 60603

Primary Website
www.northerntrust.com

Locations
62 domestic locations:
19 states and 0
territories.
2 in foreign locations.

Consumer Assistance
[Federal Reserve Cons...](#)

Contact the FDIC
[The Northern Trust
Company](#)

Succeeding Institution

**The Northern Trust Company
Cert - 913**



FDIC Insured
Since 01/01/1934

**Click to View
Succeeding
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Date*	Description of Event	View Details
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01/01/1889

Institution established. Original name: The Northern Trust Company (913).



02/01/1906

Acquired Northern Trust Bank/Lake Forest, National



03/01/1990	Association (3689) in Lake Forest, IL.	
03/01/1996	Acquired Northern Trust Bank/DuPage (20620) in Oak Brook, IL.	
03/01/1996	Acquired Northern Trust Bank/O'Hare National Association (17935) in Chicago, IL.	
10/01/2011	Acquired Northern Trust Bank, Federal Savings Bank (34835) in Bloomfield Hills, MI.	
10/01/2011	Acquired Northern Trust, National Association (24185) in Miami, FL.	
08/30/2013	Main Office moved from 50 South Lasalle Street, Chicago, IL 60675 to 50 South Lasalle Street, Chicago, IL 60603.	

*Data prior to 01/01/2000 may include small anomalies which may not effect the historic events of this institution.
If you have questions or concerns, please contact the FDIC using the link above.

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CFN 2014R0127843
 OR Bk 29037 Pgs 0619 - 634; (16pgs)
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 MTG DOC TAX 1,750.00
 INTANG TAX 1,000.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return to
 Bruce M. Bounds, Esq.
 BOUNDS LAW OFFICES
 2655 South Le Jeune Road, Suite 805
 Coral Gables, FL 33134-5832
 Tel: (305) 728-1350 / Fax: (305) 728-1351
 Email: brucebounds@boundslawoffices.com

THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE; RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$ 307,230.23, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made on this 11 th day of February 2014 between KORGE BROTHERS HOLDINGS, LLC, a Florida limited liability company (F.E.I. # 65-1031474), with an office at: 230 Palermo Avenue, Coral Gables, FL 33134 as Mortgagor and Debtor (also "Borrower") and BANK OF CORAL GABLES, LLC, a Florida limited liability banking company with an office at 2295 Galiano Street, Coral Gables, FL 33134-4146, as Mortgagee and Secured Party, ("Bank");

WITNESSETH

This Mortgage (the "Mortgage") secures Liabilities (as hereinafter defined) of the Mortgagor and Borrower which are initially evidenced by that certain Promissory Note of even date herewith in the original principal sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) executed by the Mortgagor in favor of Bank, payable according to the terms therein provided, and by reference being made a part hereof to the same extent as though set out in full herein (which Promissory Note, together with any prior or subsequent note or notes given to evidence a future advance hereunder, or any other liability as defined herein are herein referred to collectively as the "Note").

THE INDEBTEDNESS SECURED

NOW THIS INDENTURE WITNESSETH, to secure the payment, performance and observance by the Borrower of all of the following, whether sole, joint or several, primary or secondary, direct or indirect, absolute or contingent, due or to become due, secured or not secured, now existing or hereafter arising, and all interest accrued thereon: (a) the outstanding principal balance of the Note and all interest and other charges accrued thereon, and all other existing and future covenants, conditions and payment obligations in the Note and in this Mortgage and any other Loan Documents, as they may be renewed, extended, amended or restated from time to time, (b) any renewals, extensions, enlargements, modifications, consolidations or restatements thereof; (c) any deficiency remaining upon enforcement of Bank's rights against all or any portion of the Mortgaged Property as hereinafter defined; (d) any liability of Borrower to others which Bank may have obtained by assignment or otherwise, and any liability of Borrower to Bank pursuant to another instrument or agreement; (e) all other existing and future debts, liabilities and obligations of Borrower to Bank of every kind and description of any nature whatsoever and out of whatever transactions arising, whether or not evidenced by any note or other instrument; and (f) all costs, fees, disbursements, expenses and charges under any of the foregoing, including without limitation, attorney's fees and costs whether or

Bank Initials 

Borrower Initials 

not involving litigation and/or appellate, administrative, or bankruptcy proceedings incurred by Bank in the collection or enforcement of any such obligation or the protection of the Mortgaged Property; all such payment and performance obligations of Borrower being herein collectively referred to as "Liability" or "Liabilities"; and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by the Bank to the Borrower on or before the delivery of this Mortgage, and for other valuable considerations, the receipt of which is hereby acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Bank its successors and assigns forever:

THE MORTGAGED PROPERTY

ALL that certain piece, parcel or tract of land in which the Borrower has a fee simple interest situate in the County of Miami-Dade, State of Florida (hereinafter called the "Land"), more particularly described in an Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture and other personal property of every nature whatsoever now or hereafter owned by the Borrower and located in, on, or used or intended to be used in connection with or with the operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing; and all of the right, title and interest of the Borrower in any such personal property or fixtures subject to a conditional sales contract, security agreement or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Borrower or on his, her or its behalf;

TOGETHER WITH all easements, rights of way (including all right, title and interest of Borrower in any road, right of way, or other area whether or not dedicated abutting the Land), strips and gores of land, streets, ways, alleys, passages, sanitary sewer, water and utility service lines, agreements and deposits to which Borrower is a party or which benefit the Land and all water mains, service laterals, hydrants, valves and manholes, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain (including any transfer made in lieu of the exercise of the said right), the alteration of the grade of any street, or for any damage whether caused by such taking or for entry to or other decrease in the value of the Mortgaged Property or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property or any part thereof;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property to be applied against the Liabilities, provided however, that permission is hereby given to Borrower so long as no default has occurred hereunder or under any document or instrument evidencing any Liability, or any Loan Document, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income, licenses, foreclosures, concessions, and other benefits as they become due and payable, but not in advance thereof, all as may be more fully set forth in any Assignment of Leases and Rents and Profits now or hereafter executed and delivered from Borrower to Bank. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Bank shall be entitled, at its option upon the occurrence of a default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property, whether or not Bank takes possession of the Mortgaged Property, all as may be more fully set forth in any Assignment of Leases and Rents and Profits now or hereafter executed and delivered from Borrower to Bank. Upon any such notice of default

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Borrower Initials



hereunder, the permission hereby given to Borrower to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property shall terminate and such permission shall not be reinstated upon a cure of the default without Bank's specific consent. Exercise of rights under this paragraph, and the application of any such rents, royalties, issues, profits, revenue, income or other benefits to such Liabilities, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto, but shall be cumulative and in addition to all other rights and remedies of Bank;

TOGETHER WITH all right, title and interest of Borrower in and to any and all leases, installment purchase contracts and other agreements now or hereafter on or affecting the use or occupancy of, or conveying an interest in, the Mortgaged Property, and all contracts now existing or hereafter made for the sale (if permitted by other provisions hereof) of all or any portion of the Mortgaged Property, including any deposits paid by purchasers and any proceeds of sale contracts (including any purchase money note and mortgages from such purchasers) together will all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the rentals under such lease. The foregoing assignment of any lease shall not be deemed to impose upon Bank any of the obligations or duties of Borrower provided in any such lease, and Borrower agrees to fully perform all obligations of the lessor under all such leases. Upon Bank's request, Borrower agrees to send to Bank a list of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Borrower shall so notify Bank in order that at all times Bank shall have a current list of all leases affecting the Mortgaged property. Bank shall have the right, at any time and from time to time, to notify any lessee of the rights of Bank as provided by this paragraph. From time to time, upon request of Bank, Borrower shall specifically assign to Bank as additional security hereunder, by an assignment in writing in form approved by the Bank, all right, title and interest of Borrower in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together will all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Borrower to collect the rentals under any such lease. Borrower shall also execute and deliver to Bank any notification, financing statement, or other document reasonably required by Bank to perfect the foregoing assignment as to any such lease;

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income, and other benefits from the Mortgaged Property, subject, however, to the conditional permission given to Borrower to collect, receive, take, use and enjoy the same as provided hereinabove; provided, further, that the existence or exercise of such right of Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Borrower, and any such subsequent assignment by Borrower shall be subject to the rights of Bank hereunder and may be given only with Bank's written permission as more fully set forth in the Note, other documents and instruments evidencing the Liabilities, and the Loan Documents.

TOGETHER WITH a security interest in, (i) all Borrower's property, equipment and fixtures affixed to or located on the Mortgaged Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) all articles of personal property and all materials delivered to the Mortgaged Property for the use and operation of said property or for use in any construction being conducted thereon, and owned by Borrower; (iii) and all contract rights, including construction contracts, service contracts, advertising contracts, purchase orders, equipment leases, all other contract rights associated with the Mortgaged Property, general intangibles, actions and right of action, all deposits, prepaid expenses, permits, licenses, including all rights to insurance proceeds, (iv) all abstracts of title, plats, declarations of condominium, restrictions, covenants, easements, building or development permits and approvals and development contracts, surveys, engineering work, architectural plans and engineering plans now or hereafter obtained by or on behalf of Borrower pertaining to the Mortgaged Property and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Borrower (Debtor) hereby grants to Bank (Secured Party) a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement and financing statement with respect to such property, but Borrower agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Bank may request in order to perfect Bank's security interest or to impose the lien hereof more specifically upon any of such property. Bank shall have all the rights and remedies in addition to those specified

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herein of a secured party under the Uniform Commercial Code;

The aforesaid Land, together with any and all of the aforesaid described additional property and rights, now or hereafter acquired by Borrower, shall sometimes herein be referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Bank, its successors and assigns to its own proper uses and benefit forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the condition that, if Borrower shall pay or cause to be paid to Bank the principal and interest payable in respect to the Note and documents and instruments evidencing the other Liabilities, and the Loan Documents, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Note, documents and instruments evidencing the other Liabilities, this Mortgage, and the Loan Documents, and any renewal, extension, modification, consolidation or restatement thereof, expressed to be kept, performed and observed by and on the part of the Borrower, all without fraud or delay then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold, aligned, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

HOWEVER, NOTWITHSTANDING THE FOREGOING, in the event Bank shall receive any payments on account of the Note or on any of the Liabilities, whether directly or indirectly, and it shall subsequently be determined that such payments were for any reason improper, and the Bank either voluntarily or pursuant to court order shall return the same for any reason whatsoever (including, without limitation, insolvency, bankruptcy or reorganization of Borrower); such Liabilities, this Mortgage and all rights hereby granted, bargained, sold, aligned, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Bank, all as though such application by Bank had not been made.

AND, Borrower covenants and agrees with the Bank as follows:

SECTION ONE
COVENANTS OF BORROWER

1.01 Performance of Note and Mortgage. The Borrower will perform, observe and comply with all the provisions hereof, of the Note and documents and instruments evidencing the Liabilities secured hereby, and the other Loan Documents, and will promptly pay to the Bank the sum of money expressed therein with interest thereon and all other sums required to be paid by the Borrower pursuant to the provisions thereof and hereof on the days when payment shall become due, all without deduction or credit for taxes or other similar charges paid by the Borrower, time being of the essence for such payments.

1.02 Warranty of Title. The Borrower covenants that it is indefeasibly seized of the Land in fee simple, has good and absolute title to all existing personal property hereby mortgaged and has full power and lawful right to mortgage the same, and that the Mortgaged Property is free from all encumbrances except taxes for the current year and title exceptions described on Exhibit "B" attached hereto ("Permitted Encumbrances"). The Borrower hereby makes further assurance to perfect fee simple title to the Land in the Bank as may reasonably be required.

1.03 Taxes, Liens, Utility Charges and Insurance.

(a) Borrower shall pay the taxes, assessments, levies, liabilities, obligations, utility charges and liens and encumbrances of every nature on the Mortgaged Property when due and payable, whether prior or subordinate in lien to this Mortgage, each in accordance with its respective terms and conditions, and if the same is not paid promptly,

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Bank may, before or after delinquencies, pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall become part of the Liabilities secured hereby and shall bear interest from the date of expenditure by Bank at the maximum rate of interest permitted by law, until paid. All such funds, together with accrued interest, shall be paid to Bank on demand.

(b) Borrower will not claim or be entitled to receive any credits on the principal or interest payable under the Note or on any other Liabilities secured hereby, for so much of the taxes, assessments, or similar impositions assessed against the Mortgaged Property, as are applicable to the Liabilities secured hereby or to Bank's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property by reason of the Note or Mortgage.

(c) Borrower shall at its sole expense obtain for delivery to, and maintain for the benefit of, Bank during the life of this Mortgage, public liability insurance in such amounts and for such periods as Bank may reasonably require. Borrower shall pay promptly when due, any premiums on the insurance policies and renewals.

(d) Borrower shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and other hazards, casualties, and contingencies, including but not limited to hurricane, windstorm, in such amounts and for such periods as may be reasonably required by Bank, and pay promptly when due, any premiums on such insurance policies or renewals. All insurance shall be carried on companies approved by Bank as to financial standing according to such guidelines as may be adopted, from time to time by Bank and shall have attached thereto loss payable clauses in favor of and in form acceptable to Bank. At least five (5) days prior to the expiration date of all such policies, or within five (5) days from written request from Bank, renewals thereof satisfactory to Bank shall be delivered to Bank. Borrower shall deliver to Bank receipts evidencing the payment of all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment, as further security, of all unearned premiums. In the event of loss, Borrower will give immediate notice by mail to Bank and Bank may make proof of loss if not made promptly by Borrower, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Bank instead of to Borrower and Bank jointly, and the insurance proceeds or any part thereof may be applied by Bank at its option either to the reduction of the Liabilities in such order as Bank may determine, or the restoration or repair of the property damage or to the Borrower. Nothing herein shall be deemed to excuse the Borrower from restoring, repairing and maintaining the Mortgaged Property as required herein. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of all or any part of the Liabilities secured hereby, all right, title and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.

(e) If required by Bank, Borrower shall pay to Bank on the date of each regular installment of interest and/or principal as required by the Note and other documents and instruments evidencing the Liabilities secured hereby until the same are fully paid, an amount equal to such proportionate share of the yearly taxes and assessments, and premium for insurance, as shall enable Bank to pay the taxes and assessments and insurance premiums when due. Such added payments shall not be, nor be deemed to be a deposit or trust funds, but shall be separately identified on the books of the Bank in Borrower's loan account as funds owned by the Borrower and collected by the Bank for the purpose of payment of taxes, assessments and insurance of the Mortgaged Property. Upon demand of Bank, Borrower agrees to deliver to Bank such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Bank to pay such taxes, assessments and insurance premiums when due.

1.04 Condemnation. In the event all or any part of the Mortgaged Property shall be condemned and taken for public use under the power of eminent domain or otherwise, all damages awarded for such taking shall be paid to Bank, up to the aggregate amount then unpaid on the Note, the Liabilities, and on this Mortgage and shall be applied to the payments last payable thereon.

1.05 Care of Mortgaged Property.

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(a) Borrower shall permit, commit, or suffer no waste, impairment or deterioration of the Mortgaged Property; and will maintain the Mortgaged Property and improvements at all times in a state of good repair and condition; and will not do or permit to be done, anything that will alter or change the use and character of the Mortgaged Property, or in any way impair or weaken the security of this Mortgage.

(b) Bank is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours so long as the Liabilities secured hereby remain outstanding.

(c) If the Mortgaged Property is materially damaged by fire or any other cause, Borrower will immediately give written notice thereof to Bank.

1.06 Hazardous Substances.

(a) Borrower hereby represents that neither Borrower nor any other person has ever used the Mortgaged Property as a storage facility for any "Hazardous Substance" used in the ordinary course of Borrower's business.

(b) Borrower hereby agrees to indemnify Bank and hold Bank harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees and costs whether or not involving litigation and/or appellate administrative, or bankruptcy proceedings, and costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Bank by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Property of any Hazardous Substance (including without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees and costs whether or not involving litigation and/or administrative or bankruptcy proceedings, and costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended, any so called federal, state or local "Superfund" "Superlien" laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including any Hazardous Substance), regardless of whether within the control of Bank, so long as the act or omission in question occurs prior to the sale of the Mortgaged Property under Section 2.03 and complete dispossession of Borrower thereunder.

(c) For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

(d) If Borrower receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Mortgaged Property or in connection with Borrower's operations thereon or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Borrower (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Borrower shall immediately notify Bank in writing of such notice.

(e) Bank shall have the right, but not the obligation, and without limitation of Bank's rights hereunder to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or

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any part thereof which, if true, could result in an order, suit or other action against Borrower and /or which, in the sole opinion of Bank, could jeopardize its security hereunder. All reasonable costs and expenses incurred by Bank in the exercise of any such rights shall be secured by this Mortgage as part of the Liabilities and shall be payable by Borrower upon demand.

(f) Bank shall have the right, upon the occurrence of an Event of Default or if an Environmental; Complaint is outstanding, to require Borrower to periodically perform (at Borrower's expense) an environmental audit and, if deemed necessary by Bank, an environmental risk assessment, each of which must be satisfactory to Bank, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Bank. Should Borrower fail to perform an environmental audit or risk assessment within thirty (30) days of the Bank's written request, Bank shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Bank in the exercise of such rights shall be secured hereby as part of the Liabilities and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Bank.

(g) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Bank to exercise any and all remedies provided herein or in the Loan Documents, or otherwise permitted by law.

1.7 Further Assurances. Borrower will execute and deliver to Bank for recording and/or filing any such further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Bank, be necessary or desirable in order to effectuate, complete, perfect, or continue and preserve the obligation of Borrower under this Mortgage, the Note, and the documents and instruments evidencing the other Liabilities, and the lien of this Mortgage as a valid lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon failure by Borrower to do so, Bank may make, execute, record, file, re-record and/or refile any such mortgages, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby appoints Bank its agent and attorney-in-fact to do so, such appointment to stand irrevocable as being coupled with an interest.

1.08 After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property attached to or used in the operation of the Mortgaged Property.

1.09 Expenses. Borrower shall pay all and singular the costs, charges and expenses, including reasonable attorney's fees and costs, whether such proceedings arise before or after entry of final judgment, and whether or not involving litigation and/or appellate, administrative, or bankruptcy proceedings, and abstract costs, reasonably incurred or paid at any time by Bank because of the failure of Borrower to perform, comply with, or abide by any provision of the Note, other documents or instruments evidencing any of the Liabilities, any other Loan Documents, or this Mortgage. Notwithstanding the existence of Section 57.105(2), Florida Statutes, or any statute of a like or similar nature, Borrower hereby waives any right to attorney's fees and costs thereunder, and agrees that Lender exclusively shall be entitled to indemnification and recovery of any and all attorney's fees and costs in respect of any litigation arising from this Promissory Note and/or the Loan Documents, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of Lender, Borrower or any representative of either.

1.10 Leases. Borrower will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property. Borrower will obtain from all lessees the subordination of their interests in the Mortgaged Property to the lien of this Mortgage. All leases shall be inferior and subordinate to the lien of this Mortgage, and the terms of each lease shall so provide. All rents, issues and profits of the Mortgaged Property and the right, title and interest of Borrower under all leases now or hereafter affecting the Mortgaged Property are hereby assigned and transferred to Bank as may be more fully set forth in any Assignment of Leases and Rents and Profits now or hereafter executed and delivered from Borrower to Bank.

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1.11 Bank's Performance of Borrower's Obligations. If Borrower defaults in the payment of any tax assessment, encumbrance or other imposition, or fails in its obligation to furnish insurance or to perform or observe any other provision in this Mortgage, the Note, any other documents or instruments evidencing any of the Liabilities, or any other Loan Document, Bank may, at its option, without waiving or affecting its option to foreclose or any other rights hereunder, perform or observe the same, and all payments made or costs or expenses incurred by Bank in connection therewith, shall be secured hereby and shall be immediately repaid by Borrower to Bank, with interest thereon at the Default Rate as hereinafter defined. Nothing contained herein shall be construed as requiring Bank to advance or expend monies for any purposes mentioned in this paragraph. Bank is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property for the purpose of performing or observing any such defaulted provision, without thereby becoming liable to Borrower.

SECTION TWO
DEFAULTS

2.01 Events of Default. An "Event of Default" hereunder means and includes the following occurrences not cured within the time period (if any) provided in the Loan Documents for the cure thereof

(a) Failure by Borrower or any maker, guarantor or endorser of the Note to pay, as and when due and payable, any installments of principal or interest due under the Note, the Mortgage or any other documents or instrument evidencing any of the Liabilities, or any other sums to be paid by Borrower hereunder or under any other instrument securing the Note.

(b) Failure by Borrower to duly keep, perform and observe any other provision in the Note, Mortgage or any other document or instrument evidencing any of the Liabilities, or any other instrument collateral thereto or executed in connection with the Liabilities, including all Loan Documents.

(c) The further assignment or encumbrance by Borrower of the leases or rents of the Mortgaged Property, or the further mortgage, pledge or encumbrance by Borrower of any of the Mortgaged Property or any interest therein without the prior written consent of Bank.

(d) Any breach of any warranty or material untruth of any representation of Borrower contained in the Note, Mortgage, any document or instrument evidencing any of the Liabilities, or in any other instrument securing the Liabilities, including all Loan Documents, and any Event of Default under any such instrument.

2.02 Acceleration. If an Event of Default shall have occurred, Bank may declare the entire principal amount of the Note, and all other Liabilities then unpaid, and the interest accrued thereon and any other sums due under the Note, Mortgage, any other document or instrument evidencing any of the Liabilities, or any Loan Document, to be due and payable immediately, or at such time as may be provided in the Note or the other documents, or instruments evidencing any of the Liabilities, or Loan Documents and upon such declaration such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note and Liabilities.

2.03 Remedies. If an Event of Default shall have occurred Bank may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note and Liabilities and/or the performance of any term hereof or any other right, (b) to foreclose this Mortgage and to sell, as an entirety or in separate parcels, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction, (c) to sue for and to recover judgment for the whole amount due and unpaid under the Liabilities together with costs, which shall include all compensation, expenses and disbursements of Bank's agents and attorneys either before, after or during the pendency of any proceedings for the enforcement of this Mortgage including appellate proceedings, and (d) to pursue any other remedy available to it at law or in equity, or under the provisions of any of the documents or

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instruments evidencing the Liabilities, and all other Loan Documents, all as Bank shall deem most effectual. Bank's right to pursue its remedies, including foreclosure of this Mortgage, in a court of competent jurisdiction, shall not be affected by the commencement of voluntary or involuntary proceedings under the United States Bankruptcy Code, in which Borrower is a debtor. After foreclosure or other sale of all or any of the Mortgaged Property and an application of the proceeds of sale to payment of the Liabilities or after the exercise of any other right, power of remedy for the enforcement of this Mortgage or of the lien hereof, Bank shall be entitled to enforce payment of and to receive all amounts remaining due and unpaid upon the Note and other Liabilities, and Bank shall be entitled to recover a deficiency judgment against Borrower for any portion of the Liabilities remaining unpaid, with interest. Borrower agrees, to the full extent that it may lawfully so agree, that no recovery of any such judgment by Bank and no attachment or levy of any execution upon any of the Mortgaged Property or upon any other property shall in any manner affect the lien of this Mortgage upon any of the Mortgaged Property or any lien, rights, powers or remedies of Bank hereunder, but such lien, rights, powers and remedies shall continue unimpaired. Any monies collected by Bank or received by Bank under this paragraph shall be applied, first, to the payment of the reasonable attorney's fees and attorney's costs incurred by Bank, its agents and attorneys, whether or not involving litigation and/or appellate, administrative, or bankruptcy proceedings, including but not limited to taxes paid, insurance premiums paid, receivers fees, etc., second, toward payment of accrued interest due and owing upon the Note and Liabilities, and third, toward payment of principal installments under the Note and Liabilities in the inverse order of maturity.

2.04 Waiver. Borrower hereby waives presentment (demand for payment), notice of dishonor (notice from Bank that amounts due have not been paid), protest and notice of protest (official certification of non-payment) notice of maturity, and notice of dishonor (notice of non-payment) and any and all other notices or demands with respect to Default under this Mortgage, the Note, and any document or instrument evidencing the Liabilities, and with respect to all such instruments, further waives all applicable exemption rights, whether under the State Constitution, Homestead laws or otherwise. Borrower further hereby waives any right to assert in any bankruptcy proceeding in which Borrower is debtor: (i) that the Mortgaged Property should be valued by any method other than liquidation value where Bank seeks "adequate protection" or relief from the automatic stay under the Bankruptcy Code, (ii) that Bank's security interest in cash proceeds of the Mortgaged Property, including rent payments received, is limited to any amount less than the actual amount of such proceeds deposited in deposit accounts of Borrower and commingled with other funds, (iii) use of cash proceeds of the Mortgaged Property, including rent payments received, without consent of Bank unless authorized by the Bankruptcy court in which such bankruptcy is pending, after notice and a hearing, and (iv) use of cash proceeds of the Mortgaged Property, including rent payments received, unless Bank is granted an additional substitute lien in other property to the extent such cash proceeds are used by Borrower. If an Event of Default occurs, Borrower shall pay all costs and expenses including reasonable attorney's fees, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings, incurred in the collection of the Note, the Liabilities or obligations under this Mortgage.

2.05 Acceleration on Foreclosure. Upon commencement of suit or foreclosure of this Mortgage or any other lien or claim, the unpaid principal of the Note and Liabilities, if not previously declared due, and the accrued interest, shall become and be immediately due and payable, and Bank may, at its option, proceed to foreclose this Mortgage.

2.06 Purchase by Bank. Upon any foreclosure sale, Bank may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such Mortgaged Property in its own absolute right, without further accountability.

2.07 Application of Liabilities Towards Purchase Price on Sale. Upon any foreclosure sale, Bank may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, in paying the purchase price, apply to the purchase price any portion of or all of the Liabilities due to Bank under the Note and this Mortgage, in lieu of cash.

2.08 Receiver. Upon the occurrence of an Event of Default or the filing of an action to foreclose this or any

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other mortgage on the Mortgaged Property Bank shall immediately, and upon notice, be entitled to the appointment of a receiver of the Mortgaged Property and of the rents, issues and profits thereof, with the usual powers and duties of receivers in such cases, and such appointment shall be a matter of strict right and without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of Borrower or any defendant to such suit.

2.09 Suits to Protect Mortgaged Property. Bank shall have power to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage, to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if such enforcement or compliance would impair the security hereunder or be prejudicial to the interest of the Bank.

2.10 Proof of Claim. In any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors, or its property, Bank, to the extent permitted by law, shall be entitled to file such proof of claim and other documents as may be necessary or advisable in order to have the claims of Bank allowed in such proceedings for the entire amount of the Liabilities due and payable by Borrower under this Mortgage at the date of the institution of such proceedings, and for any additional amount which may become due and payable by Borrower after such date.

2.11 Discontinuance of Proceedings. In case Bank shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Bank, then and in every such case, Borrower and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceeding has been taken.

2.12 No Waiver, Remedies Cumulative. No failure to exercise, and no delay in exercising, on the part of Bank of any right, power or privilege hereunder, under the documents or instruments evidencing the Liabilities, under the Note or under any other Loan Document, shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege now or hereafter available, and no such delay or omission shall be construed to be a waiver of any default, or acquiescence therein. Each and every right and remedy of Bank is cumulative and concurrent and not exclusive of any rights or remedies provided by law or equity. No waiver of a default hereunder shall extend to or affect any subsequent or then existing default, or shall impair any rights, powers or remedies consequent thereon.

2.13 Subrogation. Bank hereby is subrogated to the claims and liens and to the rights of the owners and holders thereof whose claims or liens on the Mortgaged Property are discharged or paid, in whole or in part, with the proceeds of the Liabilities secured hereby, and the respective liens or claims shall be preserved and shall pass to Bank as security for the Liabilities secured by this Mortgage, notwithstanding the fact that the same may be satisfied and canceled of record.

2.14 Abstract. If an abstract of title exists covering the Land, it shall belong to and remain in the possession of Bank during the lien of this Mortgage, and in the event of foreclosure or other transfer of title, all right, title and interest of Borrower in the abstracts shall pass to the purchaser or grantee.

SECTION THREE
MISCELLANEOUS PROVISIONS

3.01 Transfer of the Mortgaged Property, Assumption.

(a) It is understood and agreed by Borrower that as part of the inducement to Bank to make the loan

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evidenced by the Note and by the documents and instruments evidencing the Liabilities, and any other Loan Document, Bank has considered and relied on the credit worthiness and reliability of Borrower. Borrower covenants and agrees not to sell, convey, transfer, lease, enter into any management agreement, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Bank, and any such sale, conveyance, transfer, lease or encumbrance made without Bank's prior written consent shall constitute an Event of Default hereunder. A contract to deed or agreement for deed or assignment of beneficial interest in any land trust shall constitute a transfer pursuant to the provisions hereof. Further, the sale, conveyance, transfer or pledge of the interest of any shareholders of any Borrower not a natural person, without Bank's prior written consent, shall be an Event of Default hereunder. If any person should obtain an interest in all or any part of the Mortgaged Property, pursuant to the enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Borrower and an Event of Default hereunder.

(b) Notwithstanding the foregoing, the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or the transfer by devise, descent, or operation of law upon the death of a natural person Borrower or joint Borrower, shall not constitute a transfer within the meaning of subparagraph (a) above.

(c) Bank shall be deemed to have waived the Event of Default occasioned by a transfer as described in subparagraph (a) hereof if, prior to the sale or transfer of the Mortgaged Property, Bank and the person(s) to whom the Mortgaged Property is to be sold or transferred reach an agreement in writing in recordable form that (i) the credit and such other matters as may be required by Bank (including, without limitation, Bank's approval of the skill, knowledge, ability, business performance, and experience) of such person or persons is satisfactory to Bank and (ii) the interest payable on the Liabilities secured by this Mortgage shall be at such rate as Bank in its sole discretion shall determine; and (iii) Bank shall have received payment of such amount as an assumption fee as Bank in its sole discretion shall determine. In determining such rate or payment, or both, Bank may, but is not required to consider the Bank's costs actually incurred, the creditworthiness of the transferee, the protection of Bank's security, the profitability of Bank's loan portfolio, or any one or more of the foregoing. Bank's right to accelerate this Mortgage upon any sale or transfer of the Mortgaged Property or any interest therein is included in this Mortgage as a material inducement to Bank's making the loan or loans to Borrower secured hereby and has been relied upon by Bank in establishing the terms and conditions thereof. Accordingly, the limitations contained in this section shall be strictly construed against the Borrower and Borrower's successor(s) in interest and in favor of Bank. If Bank has waived the option to accelerate provided in this section and if Borrower's successor(s) in interest executes a written assumption agreement, in form and substance satisfactory to Bank, undertaking to pay all Liabilities secured hereby and to perform all obligations set forth herein, and if Borrower's successor(s) in interest executes such other agreements as Bank may reasonably require, Bank may, but shall not be obligated to release Borrower from all obligations under this Mortgage and the Note. If Bank has not waived its option to accelerate as provided in this section, Bank may deal with the successor or successors in interest in any way discharging or reducing Borrower's liability for the Liabilities secured hereby.

3.02 Future Advances. This Mortgage is given to secure not only the existing indebtedness of Borrower to Bank evidenced by the Note, and evidenced by the documents and instruments evidencing the other Liabilities, and any other Loan Documents, but also such future advances made by Bank to Borrower for any purpose within twenty (20) years from the date hereof up to the maximum outstanding principal amount at any time of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.0), plus interest thereon, and any disbursements made by Bank for the payment of taxes, insurance or other liens on the Mortgaged Property, with interest on such disbursements, all of which advances shall have the same priority as the original Liabilities evidenced by the Note, the other documents and instruments evidencing the Liabilities, and the Loan Documents, and be subject to the terms and provisions of this Mortgage. The total amount of the Liabilities secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Bank to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of Bank. Any reference to "Note" or "Liabilities" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph and any future advance shall be secured by the lien of this Mortgage as fully as though the same were a part of the original

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Liabilities.

3.03 Default Rate of Interest. The Default Rate of interest shall be applicable subsequent to an Event of Default. The Default Rate shall be the maximum interest rate per year permissible under applicable law as amended from time to time. In the event there is no applicable maximum rate or said rate is otherwise undeterminable, the parties agree that the Default Rate shall be 18% per year.

3.04 Definitions, Severability. The terms "Borrower" and "Bank", whenever used herein, shall include successors and assigns of the respective parties hereto. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other. In case any one or more of the provisions contained in the Note, Mortgage, or the documents, or instruments evidencing any of the Liabilities or any other Loan Document shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby. This Mortgage may not be modified except by a written instrument signed by the party to be charged. Time is of the essence in all matters herein. This Mortgage shall be construed as a security agreement under Florida's Uniform Commercial Code.

3.05 Modifications. It is understood and agreed that the Bank may at any time, without notice to any person, grant to the Borrower any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the Mortgaged Property or any other collateral which may be held by the Bank for the Liabilities without in any manner affecting the liability of the Borrower, any endorser of the Liabilities hereby secured or any other person for the payment of the Liabilities, together with interest and any other sums which may be due and payable to the Bank, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the Mortgaged Property and other collateral which is not charged or substituted; and it is also understood and agreed that the Bank may at any time, without notice to any person, release any portion of the Mortgaged Property or any other collateral, or any portion of any other collateral which may be held as security for the payment of the Liabilities hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Borrower, all endorsers, if any, and all other persons who are or shall be liable for the payment of said Liabilities, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the Liabilities remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the Mortgaged Property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Bank. It is distinctly understood and agreed by the Borrower and Bank that any release or releases may be made by the Bank without the consent or approval of any other person or persons whomsoever.

3.06 Headings. The headings of the sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.07 Presumption Regarding Drafting. It shall be irrebuttably presumed that this Mortgage was co-drafted by the Bank and Borrower and therefore this Mortgage shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage to be drafted. If any words or phrases in this Mortgage shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Mortgage shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Mortgage and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

3.08 Loan Documents, Integration. This Mortgage is executed pursuant to the terms of a Note, Assignment of Leases and Rents and Profits and an Environmental Indemnity Agreement, between Borrower and Bank, and a Continuing Guaranty of All Liability among Bank and Guarantor, all of even date herewith, and all renewals, extensions, modifications, consolidations or restatements thereof (which together with this Mortgage and all other

Bank Initials 

Borrower Initials 

instruments executed in conjunction therewith are collectively referred to as the "Loan Document" or "Loan Documents"), all of the terms of which are expressly incorporated herein, and the terms of this Mortgage are expressly incorporated therein. Default in any of the terms and conditions hereof shall constitute a default thereunder, and default in any of the terms and conditions thereof shall constitute a default hereunder. The rights and remedies provided in this Mortgage and the Loan Documents are cumulative and not exclusive of any rights or remedies provided by law, and in the event of any irreconcilable inconsistency between any provision of this Mortgage and any provision of the other Loan Documents, the provisions of the Note shall control. However, all provisions hereof and of such other Loan Documents shall to the extent possible be construed to be cumulative and supplementary and not to conflict with one another. It is agreed that all understandings and agreements heretofore had between the parties merged into this Mortgage and the Loan Documents, which alone, express their understanding. Bank may reproduce (by electronic means or otherwise) this Mortgage or any of the Loan Documents evidencing and/or securing the Promissory Note and thereafter destroy the original documents.

3.09 Legal Proceedings Among the Parties. Borrower hereby consents to the jurisdiction of and venue in any state or federal court within the State of Florida having jurisdiction over the County of Miami-Dade for all purposes in connection with any action or proceeding commenced between the parties hereto, the subject matter of which relates to any controversy or claim arising out of, under, or relating to this Mortgage, the Promissory Note or the breach hereof, or the security documents or instruments perfecting Bank's interest in the collateral executed pursuant hereto or the default thereof, and waives any claim that such is an inconvenient forum, and further stipulates and consents that any process or notice in connection therewith may be served by any form of registered or certified mail, return receipt requested and that any process so served shall be effective ten (10) days after mailing, or by personal service within or without the State of Florida. This Mortgage shall be governed by the laws of the State of Florida, except that federal law shall govern to the extent that it may permit Bank to charge, from time to time, interest at a rate higher than may be permissible under applicable Florida Law. THE BORROWER AND BANK BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH 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 THE LIABILITIES SECURED BY THIS MORTGAGE 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 BANK OR BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK ACCEPTING THIS MORTGAGE.

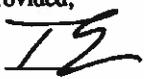
SECTION FOUR
OTHER MORTGAGE

Nothing herein contained shall be construed as granting permission by Bank to Borrower to additionally encumber the Mortgaged Premises with an Other Mortgage junior in lien to the lien of this Mortgage without the prior written consent of Bank as required by Section 2.01(d) hereof.

4.01 Observance of Covenants. Borrower hereby covenants and agrees: (i) to promptly observe and perform all of the covenants and conditions contained in any other mortgage encumbering all or any portion of the Mortgaged Property which is senior or junior to this Mortgage (an "Other Mortgage") and which are required to be observed or performed by Borrower, and to do all things necessary to preserve and keep unimpaired its rights thereunder: (ii) to promptly notify Bank in writing of any default by Borrower in the performance and observance of any of the terms, covenants or conditions on the part of Borrower to be performed or observed under such Other Mortgage or of the occurrence of any event which, regardless of the lapse of time, would constitute a default under the Other Mortgage, and promptly to cause a copy of each such notice given by the mortgagee thereunder to be delivered to Bank.

4.02 Bank Performance of Obligations Under Other Mortgage. In the event Borrower fails to make any payment required under such Other Mortgage or to do any act set forth in the preceding subsection herein provided,

Bank Initials 

Borrower Initials 

then Bank may, but without obligation to do so, and without notice to or demand upon Borrower, and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as Bank may deem necessary to protect its interest under this Mortgage. Bank's rights hereunder shall specifically include, without limitation, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and or other sums due or to become due under such Other Mortgage.

4.03 Bank Cure of Defaults under Other Mortgage. In the event Borrower fails to perform any of the terms, conditions and covenants required to be performed or observed by Borrower under such Other Mortgage, then Bank may, but without obligation so to do, and without notice or demand upon Borrower and without relieving Borrower from any obligation hereof, take any action Bank deems necessary or desirable to prevent or cure any such default by Borrower. Upon receipt by Bank from Borrower of any written notice of default by Borrower under such Other Mortgage, Bank may rely thereon and take any action it deems necessary to cure such default even though the existence of such default or the nature thereof may be questioned or denied by the Borrower or by any party on behalf of the Borrower. Borrower hereby expressly grants to Bank, and agrees that Bank shall have, the absolute and immediate right to enter upon the Mortgaged Property or any part thereof to such extent and as often as the Bank in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Borrower. Bank may pay and expend such sums of money as Bank in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay his or her reasonable attorney's fees and costs whether or not involving litigation, and/or appellate, administrative, or bankruptcy proceedings. All costs, charges and expenses so incurred or paid by Bank shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amount so incurred or paid by Bank, together with interest thereon at the highest rate permissible under applicable law from the date incurred until paid by Borrower, shall be added to the Liabilities secured by the lien of this Mortgage to the same extent as if paid or expended on the date hereof.

4.04 No Alteration of Other Mortgage. Borrower agrees that it will not surrender any of its rights under such Other Mortgage and will not, without the prior written consent of Bank consent to any modification, change or any alteration or amendment of such Other Mortgage or the obligations secured thereby, either orally or in writing, and no release or forbearance of any of Borrower's obligations under such Other Mortgage whether pursuant to such Other Mortgage or otherwise, shall release Borrower from any of its obligations under this Mortgage.

4.05 Cross-Default With Other Mortgage. Any default by Borrower or any event of default under any Other Mortgage shall constitute an Event of Default under this Mortgage.

4.06 Bank's Rights Regarding Other Mortgage. The Borrower hereby irrevocably designates the Bank its agent and attorney-in-fact to perform or observe on behalf of the Borrower any covenant or condition which the Borrower fails to perform or observe under the Other Mortgage within any applicable grace period specified in such Other Mortgage. Any advances made by the Bank in connection with any action authorized by any provision contained herein shall be repaid by the Borrower on demand, with interest, and the amount so advanced, with interest, shall be a lien upon the Mortgaged Property and shall be secured by this Mortgage. The performance or observance of such covenant or condition by the Bank shall not prevent the Borrower's failure so to perform or observe from constituting an event of default. In performing or observing any such covenant or condition, the Bank shall have the right to enter upon the Mortgaged Property. Upon receipt by the Bank from the holder of any Other Mortgage of any notice of default under such Other Mortgage, the Bank may rely thereon and take any action permitted by any provision contained herein to remedy such default, notwithstanding that the existence of such default or the nature thereof may be questioned or denied by the Borrower.

4.07 Borrower will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by the Other Mortgage.

IN WITNESS WHEREOF, the undersigned have executed this instrument the date and year first written

Bank Initials 

Borrower Initials 

above.

THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE; RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$ 307,230.23, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

Signed and delivered in the presence of:

WITNESSES:

MORTGAGOR, BORROWER:
KORGE BROTHERS HOLDINGS, LLC,
a Florida Limited Liability Company

[Signature]
Print Name: Edward Russek

By: [Signature]
Christopher G. Korge, as Managing Member

[Signature]
Print Name: Randall Daily

By: [Signature]
Thomas J. Korge, as Managing Member

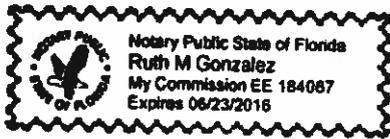
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Christopher G. Korge, as Managing Member of KORGE BROTHERS HOLDINGS, LLC, a Florida Limited Liability Company, who is personally known to me or who has provided a Florida Drivers' License as identification and acknowledged they, [with full corporate authority to do so], executed the foregoing Mortgage for the uses and purposes therein expressed, and did take an oath.

WITNESS my hand and official seal at Miami, Florida, this 6 day of February, 2014.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Thomas J. Korge, as Managing Member of KORGE BROTHERS HOLDINGS, LLC, a Florida Limited Liability Company, who is personally known to me or who has provided

Bank Initials [Signature]

Borrower Initials [Signature]

a Florida Drivers' Licenses as identification and acknowledged they, [with full corporate authority to do so], executed the foregoing Mortgage for the uses and purposes therein expressed, and did take an oath.

WITNESS my hand and official seal at Miami, Florida, this 16 day of February, 2014.



Ruth M. Gonzalez
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

An insurable, valid and perfected first priority mortgage upon certain real property situated in Miami-Dade County, Florida, consisting of (a) a parcel of real estate described as follows: **Lots 10 and 11, in Block 26 of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page 40; of the Public Records of Miami-Dade County, Florida; and (b) the improvements, consisting of an approximately 3,037+ adjusted square foot two story professional service office building constructed on such real property, and the furniture, fixtures and equipment thereof (the "Improvements").** The Improvements and the above-described real property are herein collectively called the "Mortgaged Property".

Property Address: 230 Palermo Avenue, Coral Gables, FL 33134

Folio No.: 03-4117-005-6420

EXHIBIT "B"

PERMITTED ENCUMBRANCES AS TO ALL PARCELS

(The reciting of the following permitted encumbrances shall not operate to reimpose any reservation, restriction or other lien or encumbrance which has expired according to its terms or has been otherwise released.)

1. Taxes or special assessments which are not shown as existing liens by the public records.
2. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
3. Zoning and/or other restrictions and prohibitions imposed by governmental authority.

NOTE: All references to plats, Plat Books, deeds, Deed Books, and public records are to the Official Records of Miami-Dade County, Florida.

• Bounds Law Offices

Bank Initials MPD

Borrower Initials JK

[Home](#) > [Resources](#) > [Data Tools](#) > [BankFind Suite](#) > Find Institutions by Name & Location

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BankFind Suite: Find Institutions by Name & Location

The Name & Location Search allows you to find FDIC-insured banks and branches from today, to last year, and all the way back to 1934.

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Search For Institutions

Data as of: 12/18/2020

Search By

Name/Cert/Website

Search Type
Bank Name ▼

Bank of Cor...

Locations

City

Select State/Territory

Search Results

6 Results matching your search ↓

Selected Search Criteria Hide ^

Name: Bank of Coral Gables ✕

Results

25 ▼

◀ 1 ▶

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Bank of Coral Gables

Key Statistics

Total Insured Institutions

5,020

Data as of 12/18/2020, updated weekly.

Total Insured Branch Offices

86,694

Zip Code

Include

Branch Offices ?

[Search](#)



Institution Closed
as of
07/01/1994
Insured until
closed

FDIC Cert # 23418
Main Office Address 2701 Ponce De Leon Boulevard
Coral Gables, FL 33134
Primary Regulator FDIC

[View Details](#)

Data as of 12/18/2020, updated weekly.

Total Asset
21,315,
Millions \$USD

Data as of 9/30/2020, updated quarterly.

Bank of Coral Gables



Institution Closed
as of
12/05/2014
Insured until
closed

FDIC Cert # 58131
Main Office Address 2295 Galiano Street
Coral Gables, FL 33134
Primary Regulator FDIC

[View Details](#)

Total Deposits
17,163,
Millions \$USD

Data as of 9/30/2020, updated quarterly.

Sun Bank of Coral Gables



Institution Closed
as of
11/25/1977
Insured until
closed

FDIC Cert # 19906
Main Office Address 1300 Ponce De Leon Boulevard
Coral Gables, FL 33134
Primary Regulator FDIC

[View Details](#)

1 Matches For "Bank of Coral Gables" [View](#)

The City National Bank of Coral Gables



Institution Closed
as of
01/01/1977
Insured until
closed

FDIC Cert # 17669
Main Office Address 2701 Le Jeune Road
Coral Gables, FL 33134
Primary Regulator OCC

[View Details](#)

Flagship First National Bank of Coral Gables



Institution Closed
as of
04/29/1978
Insured until
closed

FDIC Cert # 3558
Main Office Address 100 Miracle Mile
Coral Gables,
FL 33134
Primary Regulator
OCC

[View Details](#)

Caribank, N.A.



Institution Closed
as of
06/08/1984
Insured until
closed

FDIC Cert # 18690
Main Office Address 1190 South
Dixie Highway
Coral Gables,
FL 33134
Primary Regulator
OCC

[View Details](#)

2 Matches For "Bank of Coral Gables" [View](#)

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of ↑
page



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Succeeding Institution

Bank of Coral Gables



Institution Details

Data as of 12/18/2020



Institution Closed
Merged or acquired on 12/05/2014 without government assistance

FDIC Cert #
58131

Established
06/05/2006

Bank Charter Class
State Chartered Banks, not member of the Federal Reserve System (FRS)

Primary Federal Regulator
FDIC

Main Office Address
2295 Galiano Street
Coral Gables, FL 33134

Consumer Assistance
[FDIC Customer Assistance Form](#)

Contact the FDIC
[Bank of Coral Gables](#)



FDIC Insured
Since 01/01/1934
[Click to View Succeeding Institution](#)

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

[Locations](#)

[History](#)

[Institution Profile](#)

[Other Names](#)

Results
25

Navigation buttons: left arrow, 1, right arrow

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Date*	Description of Event	View Details
06/05/2006	Institution established. Original name: Bank of Coral Gables (58131).	i
02/13/2007	Main Office moved from 95 Merrick Way, Suite 106, Coral Gables, FL 33134 to 2295 Galiano Street, Coral Gables, FL 33134.	i

Coral Gables, FL 33134.

- 12/05/2014 Changed Institution Name from Bank of Coral Gables to Bank of Coral Gables. 
- 12/05/2014 Changed Institution Name from Bank of Coral Gables to Bank of Coral Gables. 
- 12/05/2014 Merged and became part of First American Bank (3657) in Elk Grove Village, IL. 

*Data prior to 01/01/2000 may include small anomalies which may or may not effect the historic events of this institution.
If you have questions or concerns, please contact the FDIC using the link above.

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Succeeding Institution

First American Bank



Institution Details

Data as of 12/18/2020



FDIC Insured
Since 01/01/1934

FDIC Cert #
3657

Established
03/25/1901

Bank Charter Class
State Chartered Banks,
not member of the
Federal Reserve System
(FRS)

**Primary Federal
Regulator**
FDIC

Main Office Address
700 Busse Road
Elk Grove Village, IL
60007

Primary Website
www.firstambank.com

Locations
59 domestic locations: 3
states and 0 territories.
0 in foreign locations.

Consumer Assistance
[FDIC Customer
Assistance Form](#)

Contact the FDIC
[First American Bank](#)

**First American
Bank
Cert - 3657**



FDIC Insured
Since 01/01/1934

**Click to View
Succeeding
Institution**

See the succeeding
institution for more
information.

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[Institution
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Results
25

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Date*	Description of Event	View Details
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03/25/1901

Institution established. Original name: The First National Bank of Dundee (3657).



Changed Institution Name from The First National

06/01/1970	Bank of Dundee to The First National Bank of Dundee.	
09/16/1974	Changed Institution Name from The First National Bank of Dundee to The First Bank of Dundee.	
09/16/1974	Changed Chartering Agency from OCC to STATE.	
09/16/1974	Institution withdraws from membership in the Federal Reserve System.	
10/30/1977	Main Office moved from Main Street, Dundee, IL 60118 to 218 West Main Street, Dundee, IL 60118.	
05/30/1984	Changed Institution Name from The First Bank of Dundee to First American Bank of Dundee.	
10/01/1986	Acquired First American Bank of Hampshire (<u>9271</u>) in Hampshire, IL.	
10/01/1986	Changed Institution Name from The First Bank of Dundee to First American Bank of Kane County.	
11/07/1988	Main Office moved from 218 West Main Street, Dundee, IL 60118 to 261 South Western Avenue, Carpentersville, IL 60110.	
07/31/1989	Main Office moved from 218 West Main Street, Dundee, IL 60118 to 261 North Western Avenue, Carpentersville, IL 60110.	
01/22/1990	Main Office moved from 218 West Main Street, Dundee, IL 60118 to 261 South Western Avenue, Carpentersville, IL 60110.	
05/14/1990	Changed Institution Name from First American Bank of Kane County to First American Bank.	
08/02/1991	Acquired First American Bank (<u>22388</u>) in Hanover Park, IL.	
08/02/1991	Acquired First American Bank (<u>17785</u>) in Chicago, IL.	
08/02/1991	Acquired First American Bank (<u>5756</u>) in Buffalo Grove, IL.	

08/02/1991	Acquired First American Bank (<u>10864</u>) in Chicago, IL.	
07/06/1995	Changed Primary Federal Regulatory Agency from FDIC to FED.	
07/06/1995	Institution becomes member of the Federal Reserve System.	
09/13/1999	Acquired First American Bank of Kankakee (<u>18579</u>) in Kankakee, IL.	
09/13/1999	Acquired First American Bank (<u>18278</u>) in Joliet, IL.	
11/24/2003	Changed Primary Federal Regulatory Agency from FED to FDIC.	
11/24/2003	Changed Bank Class from SM to NM.	
11/24/2003	Institution withdraws from membership in the Federal Reserve System.	
02/01/2009	Main Office moved from 261 South Western Avenue, Carpentersville, IL 60110 to 700 Busse Road, Elk Grove Village, IL 60007.	

*Data prior to 01/01/2000 may include small anomalies which may or may not effect the historic events of this institution.
 If you have questions or concerns, please contact the FDIC using the link above.

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RC-20-06-6828

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LAW OFFICES

KORGE & KORGE, L.L.P.

230 PALERMO AVENUE
CORAL GABLES, FLORIDA 33134

TELEPHONE (305) 444-5630

FACSIMILE (305) 444-3790

June 16, 2020

PRIVILEGED & CONFIDENTIAL

MEMORANDUM

TO: Coral Gables Building Department
405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5250
Attn: Virginia

FROM: Thomas J. Korge, Esq.
Korge & Korge, LLP
230 Palermo Avenue
Coral Gables, FL 33134
(304) 444-5601
tkorge@korgelaw.com

RE: 40 Year Recertification Report
230 Palermo Avenue
Coral Gables, FL 33134
Folio # 341170056420

DATE: June 16, 2020

CITY'S

EXHIBIT

10



REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED

Date: 4/14/2020

INSPECTION COMPLETED

Date: 4/15/2020

INSPECTION MADE BY: Felix Tong

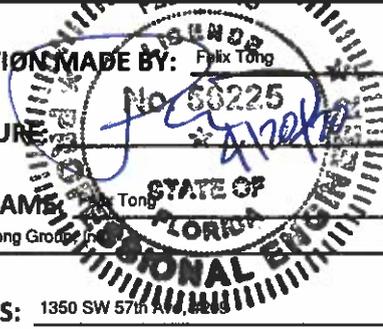
SIGNATURE

PRINT NAME: Felix Tong

TITLE: Tong Group

ADDRESS: 1350 SW 57th Ave

Miami, Florida 33144



1. DESCRIPTION OF STRUCTURE

- a. Name on Title: Korge Brothers Holdings LLC
- b. Street Address: 230 Palermo Avenue
- c. Legal Description: C GABLES CRAFTS SEC PB 10-40 LOTS 10 & 11 BLK 26 LOT SIZE 5000 SQ FT OR 19274-3018 0800 1
- d. Owner's Name: Korge Brothers Holdings LLC
- e. Owner's Mailing Address: 230 Palermo Avenue, Coral Gables, Florida
- f. Folio Number of Property on which Building is Located: 03-4117-005-6420
- g. Building Code Occupancy Classification: Business Group B - 6600 COMMERCIAL - LIBERAL
- h. Present Use: Law Offices
- i. General Description: Two Story Building with masonry load bearing walls supporting a concrete slab floor and flat roof.

Addition Comments: None

j. Additions to original structure: None Noted.

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant)
1. Bulging Noted along front overhang. (See attached photographs)
2. Settlement None significant noted.
3. Deflections None significant noted.
4. Expansion None significant noted.
5. Contraction None significant noted.
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
Front facade overhang stucco backing metal mesh corroded. Corrosion bleeding through the stucco.
Cracks in stucco due to corrosion noted during inspection.
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
All items inspected noted in good conditions except those listed in item (2.b) of this report.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.
Cracks noted in item (2.b) estimated between fine and medium.

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
Extend of corrosion noted in item 2.b limited to front facade overhang.
f. Previous patching or repairs None Noted.
g. Nature of present loading indicate residential, commercial, other estimate magnitude.
Office space use: 40 psf ground floor / 40 psf second floor.

3. INSPECTIONS
a. Date of notice of required inspection
b. Date(s) of actual inspection 4/15/2020
c. Name and qualifications of individual submitting report: Felix Tong, P.E. (FL 56225)
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
No testing performed or requested.
e. Structural repair-note appropriate line: Repair of the front overhang stucco required.
1. None required
2. Required (describe and indicate acceptance)

4. SUPPORTING DATA
a. _____ sheet written data
b. See attached Photos. _____ photographs
c. _____ drawings or sketches

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units Condition observed is good.
b. Clay tile or terra cotta units None observed in building.
c. Reinforced concrete tie columns Condition observed is good.
d. Reinforced concrete tie beams Condition observed is good.
e. Lintel Condition observed is good.
f. Other type bond beams No other type of bond beams noted.
g. Masonry finishes -exterior
1. Stucco Condition observed is good.
2. Veneer None observed.
3. Paint only Condition observed is good.
4. Other (describe) Not Applicable.
h. Masonry finishes - interior
1. Vapor barrier None noted.
2. Furring and plaster Condition observed is good.
3. Paneling None noted.
4. Paint only Condition observed is good.
5. Other (describe) Not Applicable.
i. Cracks
1. Location – note beams, columns, other As noted in item 2.b of this report.
2. Description
j. Spalling None significant noted.
1. Location – note beams, columns, other
2. Description
k. Rebar corrosion-check appropriate line None noted during inspection.
1. None visible
2. Minor-patching will suffice
3. Significant-but patching will suffice

4. Significant-structural repairs required Limited to the stucco deterioration noted in item 2.b of this report.

I. Samples chipped out for examination in spall areas: No samples collected due area being out of reach.

1. No

2. Yes – describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM

a. Roof

1. Describe (flat, slope, type roofing, type roof deck, condition)

Flat roof draining towards the rear of the building.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

None noted during our visit.

3. Note types of drains and scuppers and condition:

Draing on the rear of the building.

b. Floor system(s)

1. Describe (type of system framing, material, spans, condition)

First floor noted as a concrete slab on grade.

Second floor noted as concrete slab supported on beams and columns.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

None accessible.

7. STEEL FRAMING SYSTEM

a. Description Not Applicable. - No Steel structural frames noted in the structure.

b. Exposed Steel- describe condition of paint and degree of corrosion
Not Applicable.
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
Note Applicable.
d. Elevator sheave beams and connections, and machine floor beams – note condition:
Not Applicable.

8. CONCRETE FRAMING SYSTEM
a. Full description of structural system
Concrete tie beams and tie columns with reinforced masonry in-fill walls.
b. Cracking
1. Not significant XXXX
2. Location and description of members affected and type cracking
c. General condition All items noted in good condition - except those listed in item 2.b of this report.
d. Rebar corrosion – check appropriate line None noted during our inspection.
1. None visible XXXX
2. Location and description of members affected and type cracking Not applicable.
3. Significant but patching will suffice Not Applicable.
4. Significant – structural repairs required (describe) Not Applicable.
e. Samples chipped out in spall areas:
1. No XXX
2. Yes, describe color, texture, aggregate, general quality:

9. WINDOWS

a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)

Aluminum single hung and fixed windows in the rear. Fixed storefront in the front.

b. Anchorage- type and condition of fasteners and latches Observed in good condition.

c. Sealant – type of condition of perimeter sealant and at mullions: Observed in good condition.

d. Interiors seals – type and condition at operable vents Observed in good condition.

e. General condition: In general - all windows and doors and in good condition.

10. WOOD FRAMING

a. Type – fully describe if mill construction, light construction, major spans, trusses:

None Noted during our visit.

b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:

Not applicable.

c. Joints – note if well fitted and still closed: Not applicable.

d. Drainage – note accumulations of moisture Not applicable.

e. Ventilation – note any concealed spaces not ventilated: Not applicable.

f. Note any concealed spaces opened for inspection: Not applicable.

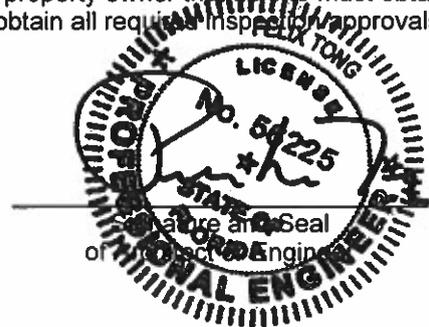
CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

DATE: May 6th, 2020

Re: Case No. _____ FYear 2020
Property Address: 230 Palermo Ave, Bldg. No.: n/a, Sq. Ft.: 3,037
Building Description: TWO STORY OFFICE BUILDING

I am a Florida registered professional engineer or architect with an active license. On March 14th, 2020, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.
- The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.
- The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are not protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.



FELIX TONG (FL PE 56225)
(Print Name)

CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION STANDARDS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY

DATE: June 5, 2020

Re: Case No. F03-4117-005-6420

Property Address: 230 Palermo Ave, Coral Gables, Fl 33134

Building Description: Office Building

The undersigned states the following:

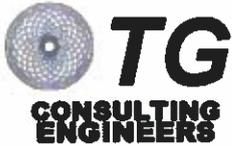
1. I am a Florida registered professional engineer or architect with an active license.
2. On June 4, 2020 I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum foot candle 1.6 per SF, Minimum 4.2-foot candle per SF, Minimum to Maximum ratio 2.63, foot candle 2.4 average per SF.
4. The level of illumination provided in the parking lot(s) meets the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.

A handwritten signature in blue ink, followed by the date "6/15/20" written in blue ink.

Signature and Seal
of Architect or Engineer

David Guirola PE

(Print Name)



TONG GROUP

10 NW 42nd Avenue, Suite #212, Miami, FL 33126
PHONE: (305) 551-5644 FAX: (786) 866-9377

Monday, April 20th, 2020.

David Guriola
Guirola & Associates P.A.
1150 N.W. 72nd. Ave, suite 541
Miami, Florida, 33126
Phone: 305-513-9665
Fax: 305-513-9680
E-mail: guiro5@aol.com

RE:

230 Palermo Avenue, Coral Gables, Florida (Folio: 03-4117-005-6420)

TG Consulting Job No.: 2k20025
Description: 40 Yr Certification

Gentlemen:

Enclosed herewith is the 40-Year Recertification Report for the above referenced property.

The report has been prepared in accordance with the Code of Miami-Dade County.

Some structural repairs are required.

Signed and Sealed reports are available at out office. Please submit the reports to the Building Department with the appropriate fee. The Building Department should issue a time frame for the repair of the damages noted in the front overhang.

Call us to re-inspect after the repairs are completed. Please let us know if you need recommendations for contractors.

Sincerely,

Felix Tong, P.E.

FT/ft

Tong Group, Inc.

1350 SW 57th Avenue, Suite 209
Miami, Florida 33144

40 Year Certification Report

Address: 230 Palermo Avenue
Coral Gables, Florida 33134
Folio: 03-4117-005-6420
TG Job Number: 2k20025

Phone: 305-551-5644
Fax: 786-206-3072
eMail: info@tcgengineers.com

40yr Certification Report (Photo Record)

Property Information

Owner

230 Palermo Office Building
230 Palermo Avenue
Coral Gables, Florida 33134

Prepared For

Korge Brothers Holdings, LLC

Client Name

David Guriola
1150 N.W. 72nd. Ave, suite 541
Miami, Florida 33126

Project

2k20025

Prepared On

April 20th, 2020.

Tong Group, Inc.

1350 SW 57th Avenue, Suite 209
Miami, Florida 33144

40 Year Certification Report

Address: 230 Palermo Avenue
Coral Gables, Florida 33134
Folio: 03-4117-005-6420
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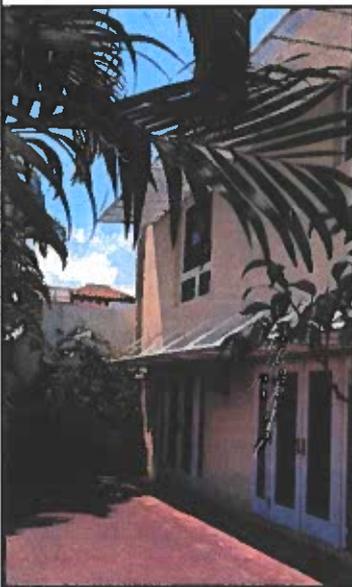
Photo Record

Exterior Elevation(s)



Location:

Front Elevation



Location:

Rear Elevation

Tong Group, Inc.

1350 SW 57th Avenue, Suite 209
Miami, Florida 33144

40 Year Certification Report

Address: 230 Palermo Avenue
Coral Gables, Florida 33134
Folio: 03-4117-005-6420
TG Job Number: 2k20025

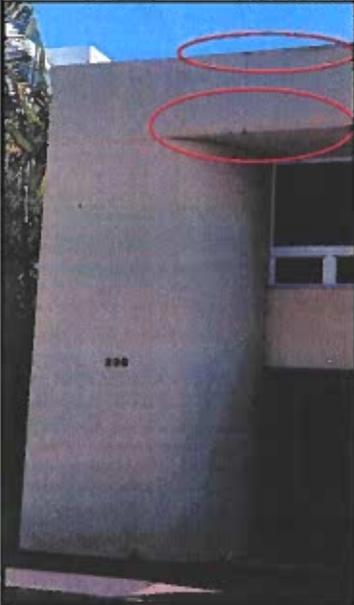
Phone: 305-551-5644

Fax: 786-206-3072

eMail: info@tcgengineers.com

Photo Record - Repairs Required

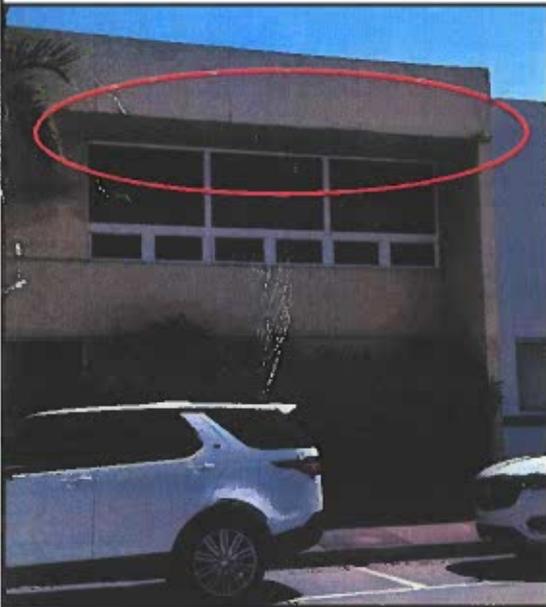
Repairs Required for Re-Certification



Location: Front Elevation Overhang Damage

Description:

Repairs required on front overhang for re-certification of building.



Location: Front Elevation Overhang Damage

Description:

Repairs required on front overhang for re-certification of building.

Tong Group, Inc.

1350 SW 57th Avenue, Suite 209
Miami, Florida 33144

40 Year Certification Report

Address: 230 Palermo Avenue
Coral Gables, Florida 33134
Folio: 03-4117-005-6420
TG Job Number: 2k20025

Phone: 305-551-5644
Fax: 786-206-3072
eMail: info@tcgengineers.com

Photo Record - Repairs Required

Repairs Required for Re-Certification



Location: Front Elevation Overhang Damage

Description:

Repairs required on front overhang for re-certification of building.

4. ELECTRICAL PANELS

1.- Panel # (H) Location: Below Stair

Good: (X) Needs Repair ()

2.- Panel # (P1) Location: 1 Floor Corridor

Good: (X) Needs Repair ()

3.- Panel # (P2) Location: 2 Floor Kitchenette area

Good: (X) Needs Repair ()

4.- Panel # () Location:

Good: () Needs Repair ()

5.- Panel # () Location:

Good: () Needs Repair ()

6. Comments:

5. BRANCH CIRCUITS

1. Identified: Yes (X) Must be identified ()

2. Conductors: Good (X) Deteriorated () Must be replaced ()

3. Comments:


6/15/21

6. GROUNDING OF SERVICE

Condition: Good (X) Repairs Required ()

Comments:

7. GROUNDING OF EQUIPMENT

Condition: Good (X) Repairs Required ()

Comments:

8. SERVICE CONDUITS/RACEWAYS

Condition: Good (X) Repairs Required ()

Comments:


6/15/2

13. BUILDING EGRESS ILLUMINATION

Condition: Good (X) Repairs Required ()

Comments:

14. FIRE ALARM SYSTEM

Condition: N/A Good () Repairs Required ()

Comments:

15. SMOKE DETECTORS

Condition: N/A Good () Repairs Required ()

Comments:

16. EXIT LIGHTS

Condition: Good (X) Repairs Required ()

Comments:


6/15/2



City of Coral Gables
Development Services



RC-20-06-6828

230 PALERMO AVE #

Folio #: 03-4117-005-6420
Permit Description: BUILDING
RECERTIFICATION (YEAR BUILT 1980)

EL _____
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL	Um	6-29-20
<input type="checkbox"/>		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

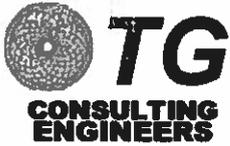
R

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of or results from these plans.
THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT CONSTITUTE APPROVAL OF ANY STRUCTURE OR CONDITION NOT IN COMPLIANCE WITH ANY APPLICABLE CODES

Special Inspector required for the following:

- Special Inspector for PILING
- Special Inspector for REINFORCED MASONRY
- Special Inspector for _____



TONG GROUP

1350 SW 57th Ave, Suite #209, Miami, Florida 33144
PHONE: (305) 551-5644 FAX: (786) 866-9377

RC-20-06-6828



Friday, August 28, 2020.

Building Department
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

RE:

230 Palermo Avenue, (Folio # 03-4117-005-6420)

TG Consulting Job No.: 2k20025
Description: 40 Yr -Certification

Gentlemen:

Enclosed herewith is the 40-Year Recertification Report for the above referenced building.

The building is structurally safe for the specified use and continued occupancy.

As a routine matter, in order to avoid possible misunderstandings, nothing on this report should be constructed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the structure based upon careful evaluation of observed conditions, to the extent reasonably possible.

Sincerely,

No. 00225

Felix Tong, P.E.

FT/W



REGULATORY AND ECONOMIC RESOURCES
DEPARTMENT

MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED

Date: 4/14/2020

INSPECTION COMPLETED

Date: 8/28/2020

INSPECTION MADE BY: Felix Tong

SIGNATURE: [Signature] 8/28/20

PRINT NAME: Felix Tong

TITLE: Tong Group, Inc.

ADDRESS: 1350 SW 57th Ave, #209
Miami, Florida 33144

1. DESCRIPTION OF STRUCTURE

a. Name on Title: Korge Brothers Holdings LLC

b. Street Address: 230 Palermo Avenue

c. Legal Description: C GABLES CRAFTS SEC PB 10-40 LOTS 10 & 11 BLK 26 LOT SIZE 5000 SQ FT OR 19274-3018 0800 1

d. Owner's Name: Korge Brothers Holdings LLC

e. Owner's Mailing Address: 230 Palermo Avenue, Coral Gables, Florida

f. Folio Number of Property on which Building is Located: 03-4117-005-6420

g. Building Code Occupancy Classification: Business Group B - 6600 COMMERCIAL - LIBERAL

h. Present Use: Law Offices

i. General Description: Two Story Building with masonry load bearing walls supporting a concrete slab floor and flat roof.

Addition Comments: None

j. Additions to original structure: **None Noted.**

2. PRESENT CONDITION OF STRUCTURE

a. General alignment (Note: good, fair, poor, explain if significant)

- 1. Bulging **None significant noted.**
- 2. Settlement **None significant noted.**
- 3. Deflections **None significant noted.**
- 4. Expansion **None significant noted.**
- 5. Contraction **None significant noted.**

b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)

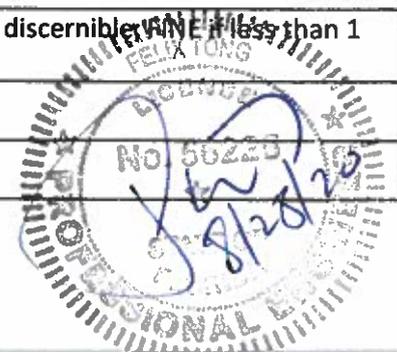
None significant noted.

c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.

All items inspected noted in good conditions at time of final report.

d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible, **FINE** if less than 1 mm in width; **MEDIUM** if between 1 and 2 mm width; **WIDE** if over 2 mm.

None significant noted.



e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
None significant noted.
f. Previous patching or repairs None Noted.
g. Nature of present loading indicate residential, commercial, other estimate magnitude.
Office space use: 40 psf ground floor / 40 psf second floor.

3. INSPECTIONS
a. Date of notice of required inspection
b. Date(s) of actual inspection 4/15/2020 & 8/28/2020.
c. Name and qualifications of individual submitting report: Felix Tong, P.E. (FL 56225)
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
No deemed necessary.
e. Structural repair-note appropriate line:
1. None required XXX
2. Required (describe and indicate acceptance)

4. SUPPORTING DATA
a. _____ sheet written data
b. _____ photographs
c. _____ drawings or sketches



5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:

a. Concrete masonry units Condition observed is good.

b. Clay tile or terra cotta units None observed in building.

c. Reinforced concrete tie columns Condition observed is good.

d. Reinforced concrete tie beams Condition observed is good.

e. Lintel Condition observed is good.

f. Other type bond beams No other type of bond beams noted.

g. Masonry finishes -exterior

1. Stucco Condition observed is good.

2. Veneer None observed.

3. Paint only Condition observed is good.

4. Other (describe) Not Applicable.

h. Masonry finishes - interior

1. Vapor barrier None noted.

2. Furring and plaster Condition observed is good.

3. Paneling None noted.

4. Paint only Condition observed is good.

5. Other (describe) Not Applicable.

i. Cracks

1. Location – note beams, columns, other None significant noted.

2. Description

j. Spalling None significant noted.

1. Location – note beams, columns, other

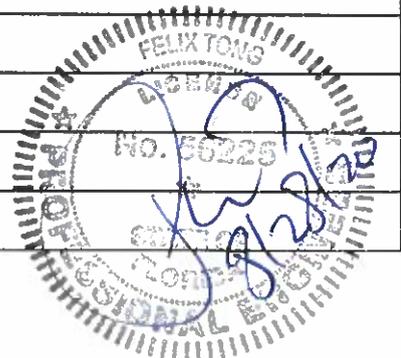
2. Description

k. Rebar corrosion-check appropriate line None noted during inspection.

1. None visible xxx

2. Minor-patching will suffice

3. Significant-but patching will suffice



4. Significant-structural repairs required
I. Samples chipped out for examination in spall areas:
1. No XXXX
2. Yes – describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM

a. Roof
1. Describe (flat, slope, type roofing, type roof deck, condition)
Flat roof draining towards the rear of the building.
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:
None noted during our visit.
3. Note types of drains and scuppers and condition:
Draing on the rear of the building.
b. Floor system(s)
1. Describe (type of system framing, material, spans, condition)
First floor noted as a concrete slab on grade.
Second floor noted as concrete slab supported on beams and columns.
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.
None accessible.

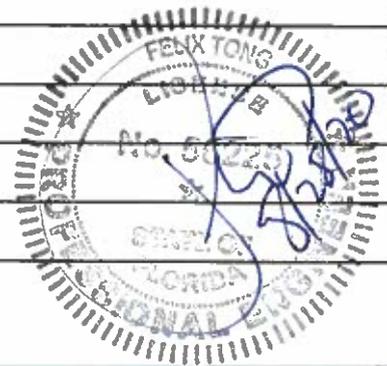
7. STEEL FRAMING SYSTEM

a. Description Not Applicable. - No Steel structural frames noted in the structure.



b. Exposed Steel- describe condition of paint and degree of corrosion
Not Applicable.
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
Note Applicable.
d. Elevator sheave beams and connections, and machine floor beams – note condition:
Not Applicable.

8. CONCRETE FRAMING SYSTEM
a. Full description of structural system
Concrete tie beams and tie columns with reinforced masonry in-fill walls.
b. Cracking
1. Not significant XXXX
2. Location and description of members affected and type cracking
c. General condition All items noted in fair to good condition.
d. Rebar corrosion – check appropriate line None noted during our inspection.
1. None visible XXXX
2. Location and description of members affected and type cracking Not applicable.
3. Significant but patching will suffice Not Applicable.
4. Significant – structural repairs required (describe) Not Applicable.
e. Samples chipped out in spall areas:
1. No XXX
2. Yes, describe color, texture, aggregate, general quality:



9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)
Aluminum single hung and fixed windows in the rear. Fixed storefront in the front.
b. Anchorage- type and condition of fasteners and latches Observed in good condition.
c. Sealant – type of condition of perimeter sealant and at mullions: Observed in good condition.
d. Interiors seals – type and condition at operable vents Observed in good condition.
e. General condition: In general - all windows and doors and in good condition.

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses:
None Noted during our visit.
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:
Not applicable.
c. Joints – note if well fitted and still closed: Not applicable.
d. Drainage – note accumulations of moisture Not applicable.
e. Ventilation – note any concealed spaces not ventilated: Not applicable.
f. Note any concealed spaces opened for inspection: Not applicable.

js:lm:jg:rtc:10/13/2015:40yearrecertificationsystem

BORA Approved – Revised September 17, 2015/RER-10/13/2015



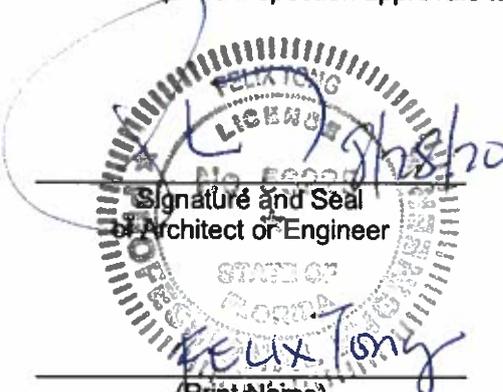
**CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS
REQUIREMENTS
IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

DATE: May 6th, 2020

Re: Case No. _____ FYear 2020
Property Address: 230 Palermo Ave, Bldg. No.: n/a, Sq. Ft.: 3,037
Building Description: TWO STORY OFFICE BUILDING

I am a Florida registered professional engineer or architect with an active license. On March 14th, 2020, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- The parking lot(s) is not adjacent to or abutting a canal, lake or other body of water.
- The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code.
- The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are **not** protected by a guardrail that complies with Section 8C-6 of the Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.


Signature and Seal
of Architect or Engineer
Felix Tong
(Print Name)

**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION
STANDARDS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

DATE: June 5, 2020

Re: Case No. F03-4117-005-6420

Property Address: 230 Palermo Ave, Coral Gables, FI 33134

Building Description: Office Building

The undersigned states the following:

1. I am a Florida registered professional engineer or architect with an active license.
2. On June 4, 2020 I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum foot candle 1.6 per SF, Minimum 4.2-foot candle per SF, Minimum to Maximum ratio 2.63, foot candle 2.4 average per SF.
4. The level of illumination provided in the parking lot(s) meets the minimum standards for the occupancy classification of the building as established in Section 8C-3 of the Code of Miami-Dade County.



6/15/20.

Signature and Seal
of Architect or Engineer

David Guirola PE

(Print Name)



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING'S ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED

Date: 4/14/2020

INSPECTION MADE BY: David Guirola

SIGNATURE: _____

INSPECTION COMPLETED

Date: 6/4/2020

PRINT NAME: David Guirola

TITLE: Engineering Consultant

ADDRESS:

GUIROLA & ASSOCIATES, P. A.
CONSULTING ENGINEERS - CA #09112
1150 NW 72nd Ave, Suite 451, Miami FL 33126
Tel (305) 513 9665 Email:GUIRO5@AOL.com

6/15/20

DESCRIPTION OF STRUCTURE

- a. Name of Title: 230 Palermo office Building
- b. Street Address: 230 Palermo Ave, Coral Gables, FI 33134
- c. Legal Description: C Gables Crafts sec PB- 10-40, Lot 10 & 11 BLK 26, Lot size 5000 sqf
- d. Owners Name: Korge Brothers Holding, LLC
- e. Owners Mailing Address: 230 Palermo Ave, Coral Gables, FI 33134
- f. Folio Number of Building: 03-4117-005-6420
- g. Building Code Occupancy Classification: Business Group B- 6600 Commercial-Liberal
- h. Present Use: Office Building
- i. General Description, Type of Construction, Size, Number of Stories, and Special Features

Additional Comment:

Two Story Building with masonry walls, concrete slab and flat roof

As a routine Matter, in order to avoid possible misunderstanding, nothing in this report should Be construed directly or indirectly as a guarantee for any portion of the electrical system. To The best of my knowledge and ability, this report represents an accurate appraisal of the Present conditions of the building based upon visual observation and evaluation of observed Conditions, to the extent reasonably possible.

4. ELECTRICAL PANELS

1.- Panel # (H) Location: Below Stair

Good: (X) Needs Repair ()

2.- Panel # (P1) Location: 1 Floor Corridor

Good: (X) Needs Repair ()

3.- Panel # (P2) Location: 2 Floor Kitchenette area

Good: (X) Needs Repair ()

4.- Panel # () Location:

Good: () Needs Repair ()

5.- Panel # () Location:

Good: () Needs Repair ()

6. Comments:

5. BRANCH CIRCUITS

1. Identified: Yes (X) Must be identified ()

2. Conductors: Good (X) Deteriorated () Must be replaced ()

3. Comments:


6/15/20

6. GROUNDING OF SERVICE

Condition: Good (X) Repairs Required ()

Comments:

7. GROUNDING OF EQUIPMENT

Condition: Good (X) Repairs Required ()

Comments:

8. SERVICE CONDUITS/RACEWAYS

Condition: Good (X) Repairs Required ()

Comments:


6/15/24

9. SERVICE CONDUCTORS AND CABLES

Condition: Good (X) Repairs Required ()

Comments:

10. TYPE OF WIRING METHODS

Condition:

Conduit Raceways: Good (X) Repairs Required ()
Conduit PVC: Good () Repairs Required ()
NM Cable: Good () Repairs Required ()
BX Cable: Good () Repairs Required ()

Comments:

11. FEEDER CONDUCTORS

Condition: Good (X) Repairs Required ()

Comments:

12. EMERGENCY LIGHTING

Condition: Good (X) Repairs Required ()

Comments:

R 6/15/2

13. BUILDING EGRESS ILLUMINATION

Condition: Good (X) Repairs Required ()

Comments:

14. FIRE ALARM SYSTEM

Condition: N/A Good () Repairs Required ()

Comments:

15. SMOKE DETECTORS

Condition: N/A Good () Repairs Required ()

Comments:

16. EXIT LIGHTS

Condition: Good (X) Repairs Required ()

Comments:


6/15/20



City of Coral Gables
Development Services



RC-20-06-6828

230 PALERMO AVE #

Folio #: 03-4117-005-6420
Permit Description: BUILDING
RECERTIFICATION (YEAR BUILT 1980)

EL _____
ME _____
PL _____

OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL	<i>GM</i>	8-31-18
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

R

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of/or results from these plans.
THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

APPROVAL OF THIS SET OF PLANS DOES NOT CONSTITUTE APPROVAL OF ANY STRUCTURE OR CONDITION NOT IN COMPLIANCE WITH ANY APPLICABLE CODES

Special Inspector required for the following:

- Special Inspector for PILING
- Special Inspector for REINFORCED MASONRY
- Special Inspector for _____